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Commission under seal.**

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

COMMONWEALTH EDISON)	Notice of sale of generating stations
COMPANY)	commonly referred to as Crawford, Fisk,
)	Waukegan, Will County, Joliet,
)	Powerton, Collins, Calumet, Bloom,
)	Electric Junction, Sabrooke and Lombard
)	and related property, pursuant to Section
)	16-111(g) of the Public Utilities Act.

NOTICE OF PROPERTY SALE¹

To the Illinois Commerce Commission:

Pursuant to Section 16-1 1 1 (g) of the Public Utilities Act (220 ELCS 5/16-111 (g)), Commonwealth Edison Company ("ComEd") respectfully provides notice of the sale of its fossil-fueled generating facilities to Edison Mission Energy. Several significant steps have already been taken in furtherance of implementing the 1997 legislative decision to develop competition in the provision of electricity to consumers. The first step occurred in August of 1998 with the automatic 15 percent reduction in rates to residential customers. Another critical step will occur in October of 1999 when the first customers -- large commercial and industrial customers and a portion of smaller commercial and

¹ Various portions of the information provided herewith are confidential and proprietary. Such information has been filed under seal and, contemporaneous with the submission of this Notice, ComEd has filed a Petition asking that the subject information be accorded confidential and proprietary treatment.

industrial customers -- will for the first time have access to alternative providers. As set forth below, ComEd's sale of its fossil-fueled generating stations is consistent with, and will assist in the achievement of, the General Assembly's goals for a more competitive marketplace for electric energy, without compromising service reliability.

I. INTRODUCTION.

In 1997, the General Assembly revised the Public Utilities Act ("Act") to create an overall framework that would allow electric utilities, their customers, and potential competitors to make an effective and efficient transition to a more competitive marketplace for electric energy in Illinois. An important part of this framework is a streamlined process by which electric utilities may sell their assets, including generating facilities. Other aspects of this framework create benefits for other groups with an interest in a more competitive market. All customers received an immediate rate freeze and protection against "excess" utility earnings during the duration of the rate freeze. Residential customers were given a substantial rate decrease (to be followed by another decrease) and eventual direct access to other providers of electric energy. Commercial and industrial customers were granted early direct access to alternative suppliers. Potential competitors were given the right to compete to serve customers in Illinois on a fair and non-discriminatory basis. ComEd is committed to doing its part to ensure that the benefits which should flow from the framework created by the General Assembly are fully realized.

Illinois electric utilities, such as ComEd, must prepare for competition in a manner that allows them to continue to meet the needs of their customers in a safe and reliable manner while also reducing and recovering those costs incurred in a regulated market structure that will not be recovered in a competitive environment or through regulated rates. The Illinois plan for the transition to competition, unlike those mandated in some other states, does not require, either explicitly or implicitly, divestiture of generation. Instead, Illinois has allowed electric utilities a choice of how they wish to pursue the transition and has provided several tools which may be utilized, including the stream-lined procedure for asset sales. After considering its business alternatives, ComEd entered into the transaction which is the subject of this notice. The transaction is an innovative generation sale which is not only consistent with, but will affirmatively help achieve, the General Assembly's goals of a restructured electricity marketplace, as reflected in the revised Act.

By this filing, ComEd is giving notice of its intended sale of its fossil-fueled generating stations and related property. The sale will promote competition by dividing in half one of the largest generation fleets in the Midwest and introducing a major new competitor, Edison Mission Energy, to Illinois. The sale will send a strong signal to other potential suppliers that the Illinois generation market is truly open to competition at both the wholesale and retail levels. Because investors are more likely to invest in generation where meaningful competition with the incumbent is more assured, the sale can be expected to promote additional entry and investment in Illinois. Since ComEd's plans to sell its generating stations were announced, a number of developers have indicated an interest in building substantial new capacity in Illinois. Prompt consummation of the fossil plant sale will provide these parties with confirmation that their interest in Illinois is justified and encourage them to follow through

with their plans.

The sale is structured to assure continued reliability. Among the innovative features of the sale are power purchase agreements that include a mix of firm contract capacity and option capacity. This structure will allow ComEd flexibility to tailor its generation portfolio to meet its service obligations and to assess and take advantage of power supply alternatives as both may change from time-to-time as the competitive market develops during the transition period. In addition, as part of the sale, Edison Mission Energy has committed to build 500 megawatts of new gas-fired generation in the City of Chicago. Because ComEd will have the first right to buy this capacity, this commitment provides further assurances that ComEd will have access to capacity needed to meet its customers' requirements and alternative means to satisfy those requirements.

The sale will provide financial benefits to both ComEd and its retail customers and will not create a strong (or any) likelihood that ComEd would become entitled to request an increase in its base rates during the mandatory transition period. First, the sale will allow ComEd to remove permanently from its books the costs of the fossil stations. This action will result in a lower rate base and -- all else equal -- lower rates the next time that ComEd's rates are set. Second,

the sale will result in a substantial gain, all of which will be kept within the utility -- rather than being paid out to investors as dividends or otherwise -- and will be used to significantly reduce and recover ComEd's costs of providing public utility service by accelerating amortization of the regulatory asset related to impaired production plant investment. This action will further reduce the size of ComEd's rate base the next time that rates are set.

Yet another innovative aspect of this transaction is an interim transfer of the generating stations to an affiliated company. The agreement requires a substantial, immediate cash payment of \$2.35 billion to ComEd and provides to ComEd a guaranteed flow of interest income and ultimate receipt of the cash consideration that will be paid by Edison Mission Energy. ComEd will use the cash it receives to pay the costs of the transaction, to fund projects that will improve transmission and distribution reliability and enhance ComEd's nuclear generating operations, to pursue environmental initiatives, and to invest in economic development activities and similar projects. When planning for these projects, ComEd anticipated that cash generated by the sale would be used to finance the projects. Without the cash received as a result of the sale, these projects would have to be financed from other sources, which may include the issuance of debt, or, in some instances, the projects would have to be reconsidered.

The temporary transfer of cash to the affiliate also provides an opportunity for ComEd's parent, Unicom Corporation ("Unicom"), to diversify and strengthen its financial position. The transfer will provide the affiliate with funds that it can use to pursue business development opportunities. All of this will be accomplished while assuring that ComEd will ultimately receive the cash consideration that will be paid by Edison Mission Energy.

In sum, consummation of the fossil plant sale will provide numerous benefits for ComEd, its customers and other parties with an interest in a more competitive generation market. As discussed more fully later in this Notice, the transaction satisfies the Section 16 111(g) criteria because ComEd will be able to continue to meet its service obligations in a safe and reliable manner and consummation of the transaction will not create a strong (or any) likelihood that ComEd would become entitled to request an increase in its base rates during the mandatory transition period. ComEd requests that the Commission permit the transaction to proceed promptly. In fact, because the transaction is so clearly supportive of the goals sought to be achieved by the General Assembly, and because of the other pressing matters on the Commission's agenda, ComEd believes that the transaction should be allowed to proceed without the need for hearings.

II. SUMMARY OF THE TRANSACTION.

1. ComEd is a corporation organized and existing under the laws of the State of Illinois with its principal office in Chicago, Illinois. ComEd is engaged in supplying electric

energy to the public in the northern portion of Illinois. ComEd is a public utility within the meaning of Section 3-105 of the Act (220 ILCS 5/3-105) and an electric utility within the meaning of Section 16-102 of the Act (220 ILCS 5/16-102). ComEd is a wholly owned subsidiary of Unicom.

2. ComEd owns fossil-fueled generating stations and peaking units which are commonly referred to as Crawford, Fisk, Waukegan, Will County, Joliet, Powerton, Collins, Calumet, Bloom, Electric Junction, Sabrooke and Lombard (collectively, the "Stations"). The Stations are all of ComEd's fossil-fueled generating stations and peaking units. The Stations' net dependable generating capacity is greater than 15 percent of ComEd's net dependable capacity as of the effective date of the 1997 amendments to the Act.

3. On March 22, 1999, ComEd and Edison Mission Energy, a California corporation, entered into an Asset Sale Agreement (the "Mission Agreement") under which Edison Mission Energy agreed to purchase, directly or through one or more wholly-owned subsidiaries (collectively "Mission"), the Stations, including certain parcels of real property on which each Station is situated and certain improvements, buildings, structures, and fixtures thereon, and related personal property, including related inventories of fuel and other materials, and the assignment and assumption of certain coal supply and transportation rights and obligations with respect to those Stations (collectively the "Assets"). A copy of the Mission Agreement, which includes the complete terms and conditions of the transaction and a description of the Assets, is provided in several separately bound volumes as Exhibit A.

4. On May 11, 1999, ComEd and Unicom Investment Inc. ("UII"), a wholly owned subsidiary of Unicom, entered into an Asset Sale Agreement (the "UII Agreement") to transfer the Assets (including the Stations) (the "Subject Assets") to UII immediately prior to the time that the Subject Assets would otherwise be transferred to Mission pursuant to the Mission Agreement. UII will then immediately transfer the Subject Assets to Mission. A copy of the UII Agreement, which includes the complete terms and conditions of the transaction, is attached hereto as Exhibit B. As explained herein, the UII Agreement is designed to allow Unicom to diversify and strengthen its financial position while assuring ComEd a guaranteed flow of interest income throughout the term of the notes issued pursuant to the UII Agreement.

III. DESCRIPTION OF THE AGREEMENTS.

5. The Mission Agreement consists of component parts, including an Asset Sale Agreement ("ASA"), Power Purchase Agreements ("PPAs"), Facilities, Interconnection and Easement Agreements (the "Facilities Agreements"), and various other agreements. The cash consideration that Mission will pay at the closing is \$4.813 billion, which amount is subject to adjustment as set forth in the Mission agreement and as may be agreed to by ComEd and Mission to provide ComEd with reimbursement of funds expended on approved capital projects that are undertaken prior to the closing (collectively the "Price Adjustments").

6. An integral part of the Mission Agreement are the PPAs, pursuant to which ComEd will have the right to acquire all of the capacity and energy from the Stations through the summer of 2004. There are three PPAs, one for the coal-fueled generating units (located at Crawford, Fisk,

Waukegan, Will County, Joliet and Powerton) (the "Coal PPA"), one for the dual (gas and oil)-fueled Collins Station (the "Collins PPA") and one for the gas- and oil-fueled peaking units (located at Crawford, Fisk, Waukegan, Calumet, Joliet, Bloom, Electric Junction, Sabrooke and Lombard) (the "Peaker PPA"). Each of the PPAs grants ComEd the right to dispatch and receive electric energy from specified generating units. In exchange for these rights, ComEd will pay Mission a capacity charge and make certain other payments -- including a charge for each megawatt hour of energy taken under the PPAs -- and will purchase a guaranteed minimum amount of energy each year from Collins and certain of the Peakers. As discussed in Section V.B.3, infra, the PPAs include a unique blend of committed capacity and options that allow ComEd to structure its generation portfolio to best meet its needs and its customers' requirements.

7. The Mission Agreement requires Mission to endeavor to hire a sufficient number of ComEd's non-supervisory employees to operate and maintain the Assets. Mission must make offers of employment to ComEd's non-supervisory workforce in the fossil division at no less than wage rates and terms and conditions of employment (including fringe benefits) that are substantially equivalent to those provided by ComEd on the date the Assets are transferred to Mission. Mission must use commercially reasonable efforts to make such offers not less than sixty days prior to the date on which the Assets will be transferred.

8. The Mission Agreement requires Mission to complete installation of 500 megawatts of gas-fired capacity within the City of Chicago no later than the fourth anniversary of the closing date (which is expected to be in September 1999). ComEd will have a right of first offer on firm, committed capacity from the new unit(s). Under this right, Mission must offer firm, committed capacity

to ComEd before it can offer such capacity to any other potential purchaser and, if ComEd declines the offer, Mission may not offer it to any other entity on terms more favorable than the terms offered to ComEd. Prior to the time that the capacity must be installed, Mission must, upon ComEd's request, demonstrate that it is taking reasonable steps to have the capacity installed no later than four years after closing. If Mission fails to provide such reasonable assurances or fails to install the capacity, ComEd may seek an appropriate remedy, including specific performance.

9. The Facilities Agreements and certain other easement agreements govern the future relationship between ComEd and Mission that will arise because (1) ComEd will continue to own the transmission and distribution equipment on the property being sold to Mission, and (2) Mission will own facilities which are interconnected with ComEd's transmission and distribution system. The Facilities Agreements address a wide range of diverse issues including, for example, access to equipment and facilities, interconnection of the generating units with the transmission system, generator synchronization, communications, transmission system emergencies and black start plans. The easement agreements address access for specific purposes or to specific equipment or facilities.

10. The Mission Agreement allows ComEd to sell or assign the Assets together with related rights under the Mission Agreement to a subsidiary of Unicom. Pursuant to this right, ComEd has entered into the UII Agreement, under which ComEd intends to transfer its right, title and interest in and to the Subject Assets to UII subject to the terms and conditions of the UII Agreement.

11. The Subject Assets will remain subject to the Mission Agreement, e.g. UII will be required to transfer the Subject Assets to Mission just as ComEd would be required to do if it continued

to own the Subject Assets. Both Mission and ComEd will continue to be bound by the Mission Agreement. Thus, for example, Mission will remain liable to ComEd for its commitment to install 500 megawatts of gas-fired capacity and Mission and ComEd must enter into the PPAs, the Facilities Agreements and other agreements that are part of the Mission Agreement.

12. The transfer of the Subject Assets from ComEd to UII will take place just prior to consummation of the sale provided for in the Mission Agreement. In consideration for the transfer of the Subject Assets, UII will pay ComEd consideration totaling \$4.813 billion, subject to price adjustments. The consideration will be in the form of a demand note (the "Demand Note") in the amount of \$2.35 billion and interest-bearing term notes having the terms described in the following paragraph. UII will not operate any of the Subject Assets. Instead, UII will immediately transfer the Subject Assets to Mission, in consideration of which UII will receive \$4.813 billion in cash from Mission, subject to price adjustments. Contemporaneously therewith, ComEd and Mission will execute the PPAs, the Facilities Agreements and other required agreements. In short, ComEd will receive consideration equal to the consideration set forth in the Mission Agreement.

13. Immediately after its receipt of the cash payment from Mission, UII will pay the \$2.35 billion aggregate principal due to ComEd under the Demand Note. This cash payment to ComEd will be used in part to pay all of the costs and taxes associated with the transaction. The remainder of such payment will be available to fund transmission and distribution projects, nuclear generating station projects, environmental initiatives and other activities. The balance of the amount due to ComEd will be paid to ComEd through the issuance and delivery by UII of interest-bearing notes with terms ranging up to 12 years (the "UII Notes"). The UII Notes will be guaranteed by Unicom. During the term of the UII

Notes, ComEd will receive interest payments from UII. Upon maturity of the UII Notes, ComEd will receive the principal amount of such notes.

14. During the term of the UII Notes, UII is expected to use the cash received from Mission which exceeds the \$2.35 billion it will immediately pay to ComEd to invest in business opportunities. Structuring the transaction to include the UII Agreement thus provides an opportunity for Unicom to diversify and strengthen its financial position while correspondingly assuring for ComEd a guaranteed flow of interest income throughout the term of the UII Notes and ultimate receipt of the principal amount of those Notes. ”

15. The Mission Agreement, including the PPAs, the Facilities Agreements and the other terms and conditions of that agreement, and the UII Agreement, including the UII Notes, (collectively, the "Agreements") together form a single, integrated transaction.

IV. **DESCRIPTION OF MISSION AND UII**

16. Mission is an indirect, wholly-owned subsidiary of Edison International ("EIX"). EIX is also the parent company of Southern California Edison ("SCE"), one of the nation's largest electric utilities, and several other companies, including Edison Capital, a provider of infrastructure project financing. Prior to divestiture of most of its fossil-generating units pursuant to the California deregulation plan, SCE owned and operated 14,544 megawatts of capacity.

17. Mission has substantial fossil-fueled power plant operational and construction experience and expertise. It currently operates 36 generating plants with aggregate capacity of 7,040 megawatts in Australia, Spain, the United Kingdom and the United States. Approximately 5,000 megawatts of this capacity are fossil-fueled generation. Mission also currently has additional generating units with capacity of more than 3,000 megawatts under construction or pending closing in Indonesia, Italy, Thailand, Turkey, New Zealand and Puerto Rico. Additional discussion of Mission's operating experience is contained in Section V.B.3.a, infra.

18. Among Mission's plans for the Stations is the investment of more than \$200 million in environmental enhancements. A primary goal of these upgrades is to reduce nitrogen oxides emissions by more than fifty percent within three years of the date Mission assumes control of the Stations.

19. UII is a wholly owned subsidiary of Unicom and was incorporated on April 23, 1999.

V. **THE TRANSACTION WILL ENSURE THAT COMED WILL CONTINUE TO MEET ITS SERVICE OBLIGATIONS IN A SAFE AND RELIABLE MANNER**

20. On October 1, 1999, open access will begin in Illinois. In the past, when planning for capacity, electric utilities were required to forecast how fast load would grow. With the advent of competition, an electric utility must not only continue to predict how fast load will grow, but must also predict how much existing and future load it will be called upon to serve. ComEd, like all other Illinois electric utilities, must plan now to have greater flexibility to meet its on-going service requirements -- as those requirements may unpredictably change from time-to-time -- reliably and cost-efficiently. Consummation of the Agreements will provide the type of flexibility ComEd needs to meet this goal, and will ensure that ComEd will continue to meet its service obligations in a safe and reliable manner.

A. **Reliability of Transmission, Distribution And Delivery Services Will Be Unaffected.**

21. Because ComEd is not selling any facilities over which it provides transmission, distribution or delivery services to other customers, consummation of the Agreements will not adversely affect transmission, distribution or delivery services. ComEd is selling only those transmission-related facilities which are commonly considered an integral part of generating stations, the most significant of which are the "step-up" transformers that are used to support generation by raising power to higher voltages. Similarly, ComEd is selling only distribution facilities which are associated with the Stations, none of which is needed to provide service to other customers. In fact, the Agreements will enhance ComEd's transmission, distribution and delivery services by providing funds to finance transmission and distribution enhancement programs without requiring ComEd to incur additional indebtedness. In addition, during the term of the UII Notes, the interest payments remitted to

ComEd by UII will provide an additional source of cash which may be used to fund such projects.

Similarly, the principal payments received from UII when the UII Notes mature will be available for such purposes.

22. When ComEd takes power from the Stations under the PPAs, transmission will be utilized by ComEd in the same manner as it is utilized today. When Mission sells power other than as required by the PPAs, transmission and other services will have to be reserved and/or paid for as set forth in ComEd's Open Access Transmission Tariff in the same manner as in the case of other sales from within or across ComEd's system.

B. Reliability Of Generation Services Will Be Unaffected.

1. ComEd's changing generation service obligations.

23. At the present time, ComEd needs capacity and energy from the Stations to meet its service obligations. However, the amount of load that ComEd will actually be called upon to serve is expected to decline as customers choose to take service from alternative providers. In addition, ComEd expects that its obligation to provide generation services will decline over the next few years as services currently provided by ComEd are declared to be

competitive. See, e.g., 220 ILCS 5/16-103, 16-113. ComEd also expects that demand-side resources, such as demand-side management programs, and load curtailment and conservation programs, will continue to reduce ComEd's needs for generating capacity. Accordingly, it is reasonable to assume that ComEd's generation service obligations will decline over the next few years, thereby reducing or eliminating ComEd's need to find replacement capacity and energy for its ownership of the Stations.

2. Summer 1999.

24. The sale of the Stations will not affect ComEd's provision of generation services during the summer of 1999. The Mission Agreement provides that, unless ComEd and Mission agree to an earlier date, the closing may not occur until September 30, 1999 or such later date on which all of the conditions to closing are satisfied. The purpose of this provision is to avoid a change of ownership and operational management during the potentially high-use peak summer period.

3. Sources of capacity and energy after the sale.

25. ComEd will continue to have rights to substantial capacity after the sale of the Stations.

First, ComEd will continue to own and operate its nuclear-fueled generating stations.

These stations have a capacity of 9,214 (summer) megawatt.

Second, ComEd will continue to have a right to all of the capacity from the Kincaid and State Line Stations, 1,108 and 490 megawatts, respectively, pursuant to existing power purchase agreements which have terms that extend through 2012.

Third, ComEd has entered into additional wholesale firm capacity purchase agreements with other generation providers. These agreements provide firm summer capacity (May through September) in the amount of 360 megawatts through the summer of 2000, and 300 megawatts of firm power from June 1999 through December 2004. In addition, within ComEd's service territory, 87 megawatts of non-utility-owned capacity is under contract to ComEd through various rates filed with the Commission. Moreover, ComEd continually reviews market conditions and evaluates offers of capacity with respect to its existing demand and resource situation, as it has always done in the past. Capacity transactions will be executed as needed to ensure an adequate and reliable supply of electricity in ComEd's service territory.

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Fifth, under the PPAs, ComEd will have contract rights to acquire all capacity and energy from the Stations, as ComEd may require, for a five-year period as follows:

Under the Coal PPA, the committed capacity from which ComEd has a right to receive energy and for which ComEd has an obligation to pay a capacity charge (the "Contracted Capacity") declines over the term-of the PPA, from approximately 90 percent of the aggregate 5,645 megawatts of capacity

represented by the Stations under that PPA in the first year, to approximately 30 percent in the fourth or fifth years.²

<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
90%	80%	70%	30%	30%

In addition to creating rights and obligations with respect to the Contracted Capacity, the Coal PPA grants ComEd the right to elect to exercise an option for any or all of the remaining capacity provided that, in the fourth and fifth years, this option extends only to those units for which ComEd exercised such option in the prior year. The option is exercisable on an annual basis in whole-unit increments.

The Collins and Peaker PPAs grant ComEd the right to the full capacity of all five Collins generating units and all of the Peaking units, respectively, for the entire five-year terms of the PPAs. However, ComEd may, at its sole discretion, elect to exclude generating units from either PPA after the second year of the contract. Under each of these PPAs, ComEd will pay a monthly capacity charge and will purchase at least a specified minimum amount of energy, provided that the capacity charge and minimum purchase requirement may change if ComEd exercises its option to exclude generating units.

Sixth, ComEd will have a right of first offer on the new 500 megawatts of generating capacity that Mission will be required to install within the City of

² Because allocations are based on the capacity of individual generating units, the percentages are approximate. The precise units which constitute the Contracted Capacity from year-to-year, and the

Chicago no later than the fourth anniversary of the closing.

26. The Coal PPA is also designed to encourage other entities to provide capacity and energy in the region by providing economic incentives for ComEd to lessen its dependence on the Stations for needed capacity. Both the capacity and energy charges for the option capacity ("Reserved Option Capacity") are higher than the corresponding charges for Contracted Capacity and are priced significantly above what ComEd believes will be the capacity and energy charges prevailing in the market. This pricing differential was established primarily to give alternate suppliers an incentive to enter the Illinois market, *i.e.*, if ComEd needs the capacity, it will have an incentive to buy it from a lower-cost provider rather than exercise its option under the Coal PPA.

27. By the end of the five-year term of the PPAs, the market is expected to have developed sufficiently so that thereafter, if (1) ComEd does need some or all of the capacity supplied by the Stations to meet its continuing service obligations, and (2) ComEd does not enter into a new power purchase agreement with Mission, alternative sources of capacity will be available to ComEd. In any event, as set forth in Section V.B.3.c, *infra*, if alternative sources are not otherwise available, ComEd will ensure that any needed capacity is built.

a. **The PPAs will be a reliable source of capacity and energy.**

28. Although ComEd is unable to predict precisely how much capacity and energy it will need from the Stations to meet its service obligations, the PPAs are designed to provide ComEd with flexibility to ensure that its customers continue to receive safe and reliable electric service while the

related megawatts, are set forth in Appendix C to the Coal PPA.

competitive market develops and alternative sources of supply become available to meet ComEd's changing generation service requirements. As discussed above, the combination of committed capacity and option rights included in the PPAs provide ComEd with the ability to retain all of the capacity from the Stations in the year after the sale, with the amount available to ComEd allowed to decline at ComEd's option using the terms of the PPAs. This structure will allow ComEd the opportunity to assess the effects of the evolving electric energy market and acquire capacity, including potentially more economical alternatives, as needed or desired. Both the PPAs and Mission's obligation to construct new capacity will result in safe and reliable sources of capacity, energy and ancillary services for numerous reasons including:

- (i) Mission is a qualified and experienced operator of fossil-fueled generating stations. It specializes in the development, acquisition, construction, management and operation of power production facilities in the United States and around the world. In 1997 and 1998, plants operated by Mission had an average availability factor which exceeded 90 percent. In addition, Mission 1998 worldwide weighted average forced outage factor and accident rates were very low. In 1995, an international benchmarking study selected the five best-performing plants in maintenance and four top-performing plants in operation. Mission operated four of the top five plants that were recognized for superior maintenance, and all four plants that were recognized for operations.

Accordingly, Mission has amply demonstrated its ability to run successfully fossil-fueled stations and has achieved exceptionally high availability.

- (ii) As discussed in more detail in Section VII, infra, Mission must extend offers of employment to ComEd's non-supervisory fossil division employees to staff the Stations before it hires from outside of ComEd. This requirement provides assurance that at least some of those individuals who have worked at the Stations for many years, and are thus familiar with the operation of the Stations, will continue to operate the Stations after consummation of the Agreements.
- (iii) The PPAs include obligations and economic incentives that will further assure the safe and reliable provision of capacity, energy and ancillary services. For example, Mission has the obligation to maintain the Stations so as to ensure that the aggregate net dependable capacity of the generating units committed to ComEd does not decline. The capacity payments due under the PPAs will decline, or not be paid at all in a given month, if Mission fails to meet the high availability requirements set forth in the PPAs. The capacity payments due under the PPAs are significantly higher in the summer peak period e.g., approximately eight times as high in the summer months versus the nonsummer months under the Coal PPA. Thus, failure to meet availability targets in the summer will be substantially more costly to

Mission, thereby creating a significant incentive for Mission to ensure that the Stations are available during the summer months when their capacity will be needed the most. If, on the other hand, Mission achieves exceptionally high availability, the capacity payment will be adjusted upward. Again, because the capacity payments are greater in the summer months, the resulting upward adjustment would be greater in the summer, providing yet additional incentives for Mission to ensure that the units are available during the season when they are needed the most. The precise amounts and formulae are set forth in the PPAs.

- (iv) The PPAs also provide incentives for Mission to keep the Stations in good repair and to maintain high availability by allowing Mission, at times when ComEd is not taking all of the energy from a Station, to sell excess energy into the market and thus generate additional revenues for itself. However, to ensure that such sales do not interfere with ComEd's needs, the terms of such sales are specifically limited by the PPAs. For example, if a coal-fired generating unit is dispatched by ComEd but ComEd is not taking the full amount of energy that the unit can produce, Mission may sell the excess energy from the unit into the market, but such sales may be made only on a ten-minute interruptible basis, i.e., Mission must be able to curtail or discontinue selling the energy within ten minutes of notice from ComEd to do so.

- (v) The PPAs also ensure that outages at the Stations are scheduled in a manner consistent with the provision of safe and reliable service to ComEd's customers. The PPAs require that Mission provide ComEd with a schedule of planned outages for three-year rolling periods. The PPAs prohibit planned outages during the summer months and grant ComEd the right to require Mission to make changes to the outage schedule to minimize system reliability risks throughout the year.
- (vi) The PPAs require that Mission operate the Stations in accordance with: (a) the applicable practices, requirements, standards and criteria of the Mid-America Interconnected Network ("MAIN"), the North American Electric Reliability Counsel ("NERC") and successor organizations and any responsible independent system operator; (b) accepted utility practices; and (c) all applicable laws, ordinances, rules and regulations. Mission will be responsible for the coordination and synchronization of the Stations' equipment with the ComEd transmission system, and will also be liable for any damage that occurs as a result of improper coordination of synchronization of such equipment.

29. In sum, Mission's experience and expertise, together with (1) the requirement that Mission offer employment to ComEd employees who are already familiar with the Stations to run the Stations, and (2) the requirements and incentives set forth in the PPAs, provide substantial assurances that the PPAs will be a reliable and dependable source of capacity, energy and ancillary services. The

further requirement that Mission build new capacity on which ComEd will have a right of first offer will result in yet additional capacity which ComEd may call upon if necessary to meet its service obligations.

b. After 2004, when the PPAs terminate, ComEd will be able to purchase capacity from the market.

30. After the PPAs terminate, ComEd expects that it will, to the extent a need exists to replace the capacity or energy represented by ComEd's ownership of the Stations, be able to purchase from a robust market that will have developed during the term of the PPAs. Indeed, if the capacity of the Stations is not then being used by other retail electric suppliers to serve former retail customers of ComEd, ComEd itself would likely purchase capacity and energy from the Stations at prevailing market prices to serve its customers. Regardless of ownership, the Stations will still be in Illinois and will likely continue to be used to serve Northern Illinois -- either through ComEd or other retail electric suppliers.

31. Alternatively, to the extent ComEd needs to replace the capacity and energy from the Stations to meet its continuing service obligations, ComEd expects that other utilities will continue to be a reliable source of wholesale generation capacity. In addition, it appears that independent power producers ("IPPs") are already beginning to play a much larger role in electric generation in Illinois than they have in the past. A number of IPPs have indicated an interest in building new capacity in Illinois. Two projects are already in the final stages of construction: an approximately 600 megawatt gas-fired station in Elwood, Illinois, which is a joint project by Dominion Resources, Inc. and Peoples' Energy Corp., and an approximately 250 megawatt gas-fired station in East Dundee, Illinois, which is a joint project by Nicor Gas Co. and Dynegy Power Corp. These stations are expected to have in-service dates of approximately May 1999 and July 1999, respectively.

32. The sale of the Stations will provide a strong, definitive signal that Illinois is restructuring the power generation business in a manner consistent with the General Assembly's intent and that the Illinois generation market is truly open to competition. This will encourage others to build capacity in Illinois. Investors are more likely to invest in generation where meaningful competition with the incumbent is more assured. Experience in states that have already moved to open access demonstrates that the IPP capacity expansion trend in Illinois is likely to accelerate. For example, the new generating capacity under various stages of development in New England -- over 20,000 megawatts -- exceeds the entire generating capabilities of that region. Similarly, almost 11,000 megawatts of new IPP capacity has been proposed in California by over a dozen separate developers. Likewise, almost 10,000 megawatts of new IPP capacity has been proposed in Texas by over a dozen different developers. Much of this new capacity is already under construction or in advanced stages of development. Nationally, over 80,000 megawatts of new "merchant" capacity has been announced by dozens of separate IPP developers, mostly in states where restructuring is underway.

33. Indeed, the Illinois Environmental Protection Agency ("IEPA") has received 16 applications for permits for the installation of electric generating capacity with aggregate capacity in excess of 10,000 megawatts. A list of the capacity for which applications have been submitted is attached as Exhibit C. Although all of the capacity described on Exhibit C may not ultimately be built, the fact that permits have been sought demonstrates significant interest in installing new generation capacity in Illinois. Prior to submitting the required IEPA application, an applicant will have devoted the considerable time and resources necessary to select a site for the proposed station and purchased or performed engineering and design work sufficient to provide the detailed information required by the IEPA, thereby

demonstrating substantial commitment to the project.

34. The combination of experience in other jurisdictions, coupled with the concrete evidence that investors are seriously considering capacity investments in Illinois - and are already expending time and money in furtherance of that interest -- and the fact that the sale of the Stations will give potential investors confidence that the market in Illinois is indeed competitive, provide reasonable assurances that when Illinois requires capacity, it will be there.

c. **If needed capacity is not otherwise available, ComEd will ensure that it is built.**

35. In any event, if sufficient capacity is not being built in Illinois and ComEd is unable to replace the capacity of the Stations from other sources to meet its service obligations, ComEd will ensure that the needed capacity is built. ComEd owns a number of sites suitable for generating stations including the site of its retired Ridgeland Station and land that it will retain adjacent to the Waukegan Station. ComEd will continue to assess its need for, and access to, capacity and energy on an on-going basis, just as it has done historically. Although ComEd does not currently anticipate a need to invest in any capacity, much less a need to construct facilities to replace all of the capacity represented by the Stations, if a need arises to replace capacity represented by the Stations, ComEd will develop the needed capacity itself on the sites set forth above or other appropriate sites.

VI. **PROJECTED EARNED RETURNS ON COMMON EQUITY THROUGH 2004 SHOW THE ABSENCE OF A LIKELIHOOD THAT CONSUMMATION OF THE AGREEMENTS WILL ENTITLE COMED TO A RATE INCREASE.**

36. It is very difficult to accurately forecast earned returns on common equity, especially through 2004 (i.e., the transition period), due to the uncertain effects of competition and the likelihood of customer loss and revenue attrition. However, at any given level of customer retention, the effect of this transaction on ComEd's earned return will be through the impact of the Agreements on ComEd's costs, off-system sales and interest income attributable to the UII Notes. In addition, it should be noted that, if ComEd sells the Stations, costs related to the Stations are more certain than if ComEd keeps the Stations. If ComEd keeps the Stations, ComEd would be responsible for all costs and expenses, expected or unexpected, which are necessary to maintain the Stations in good condition. In contrast, Mission bears these risks under the Agreements and ComEd's obligations are limited.

37. ComEd's earned return on common equity was calculated for each year through December 31, 2004, both with and without the transaction, using the methodology set forth in Section 16-111(d) of the Act. 220IJLCS 5/16-111(d). Because it is so difficult to estimate customer loss, ComEd prepared projections based on each of the most extreme load retention scenarios: (a) with the assumption that ComEd continues to serve all of the load in its service territory, and (b) with the assumption that all customers take service from an alternative provider as soon as they are eligible to do so. In the 100 percent retention scenario, all non-residential customers were assumed to elect the purchase power option as soon as they were eligible to do so. This approach tended to overstate the impact on earned returns because it incorporated additional stress into the analysis due to the impact of the mitigation factors incorporated into the transition charge calculation.

38. The methodology employed by ComEd provided assurance that, regardless of the magnitude of the move to alternative providers, the transaction will not result in ComEd's earned return falling below the yield on 30-year United States Treasury bonds and, therefore, will not make ComEd eligible to seek a rate increase during the transition period due to this transaction. In other words, if ComEd's earned returns do not fall below the statutory bond yield "floor" under either of these scenarios -- as they do not -- they will not fall beneath that floor at whatever load level between those two extremes ComEd is actually called upon to serve.

39. In its analysis, ComEd utilized United States Treasury bond yields forecasted by Regional Financial Associates ("RFA"). RFA provides analyses of the United States economy to institutional, corporate and government clients in the United States, Canada and Europe. RFA's services include publications, historical and forecast databases and consulting. RFA is a reliable source of the type of information utilized by ComEd in its analyses.

40. ComEd compared its calculated earned returns to RFA's forecasted Treasury bond yields and, as sensitivity analyses, to Treasury bond yields two statistical standard deviations higher and lower than RFA's forecast. The standard deviations were calculated using historical monthly data from January 1996 through March 1999. Because the forecasted yields are within the range of the historical yields used in the calculation of the standard deviations, there is a probability of approximately 95 percent that the actual Treasury bond yields will be within two standard deviations of the yields forecasted by RFA.

41. As set forth in Exhibit D, the projected earned returns on common equity through 2004 show that consummation of the Agreements does not have an effect on ComEd's earned returns such that there is any likelihood ComEd would be entitled to seek an increase in its base rates during the mandatory transition period. Indeed, even under the extreme scenarios studied, in all of the two-year averages of the "sell" cases, ComEd's projected average earned return is significantly higher -- by at least 430 basis points -- than the corresponding forecasted two-year average Treasury bond yield. The sensitivity analyses confirm the results of the base analyses.

VII. EFFECT OF SALE ON COMED'S EMPLOYEES.

42. ComEd and Local 15 of the International Brotherhood of Electrical Workers ("Local 15") have negotiated and agreed upon a package of alternatives and benefits that will be offered to all of ComEd's bargaining unit employees in the fossil division. Among these provisions is the requirement that Mission staff the Stations by offering non-supervisory positions to ComEd's employees before hiring from outside of ComEd. This requirement, which is included in the Mission Agreement, provides assurances that at least some of those individuals who have operated the Stations on a day-to-day basis for many years and are familiar with the complex machinery that constitutes the Stations will continue to operate them. Non-supervisory employees who are not offered, or who do not accept, positions with Mission will be eligible for benefits which include severance pay. ComEd has chosen to offer its fossil division supervisory employees alternatives and benefits similar to those offered to non-supervisory employees.

43. As agreed by ComEd and Local 15, the Mission Agreement requires Mission to extend offers of employment to a sufficient number of non-supervisory employees to operate and

maintain the property, including the Stations, transferred to Mission and:

- a. offer those non-supervisory employees no less than the wage rates, and substantially equivalent fringe benefits and terms and conditions of employment, as are in effect at the time of the closing;
- b. continue such wages and benefits for up to thirty months following the closing;
- c. credit those non-supervisory employees for prior service with ComEd for eligibility and vesting purposes and waiver of waiting periods and restrictions regarding preexisting conditions for health plans;
- d. recognize Local 15 as the exclusive bargaining agent for those employees who accept Mission's offer of employment and who are represented by such union; and
- e. assume the collective bargaining agreement in effect at closing.

44. Each bargaining unit employee who is not offered employment by Mission and does not take a position with ComEd will be eligible for a transition plan package which will include (a) continued medical coverage under COBRA for up to eighteen months at the active employee rate, (b) life insurance coverage for twelve months at no cost, (c) COBRA continuation coverage under other health care plans for up to eighteen months at premiums of 102 percent of ComEd's rates, and (d) severance pay. Severance pay for employees with less than five years of service will be 8 percent of annual base wages for each year of service. Severance pay for employees with five or more years of service will be 50 percent of annual base wages plus 2 percent of annual base wages for each full year of service. In addition, certain employees are eligible for retiree coverage under ComEd's group health care plans instead of, or in addition to, COBRA continuation coverage.

45. Each management employee who is not offered or does not accept

employment by Mission, and does not take a position with ComEd or Unicom, will be eligible for a transition plan which will include (a) continued medical coverage under COBRA for up to eighteen months at active employee rates, (b) life insurance coverage for twelve months at no cost, (c) COBRA continuation under other health care plans for up to eighteen months at premiums of 102 percent of ComEd's rates, (d) outplacement services, and (e) severance pay. Severance pay for employees with less than five years of service will be 8 percent of base salary for each year of service. Severance pay for employees with five or more years of service will be 50 percent of base salary plus 2 percent of base salary for each full year of service. In addition, certain employees are eligible for retiree coverage under ComEd's group health care plans instead of, or in addition to, COBRA continuation coverage.

46. Because the transfer from UII to Mission will immediately follow the transfer from ComEd to UII, UII will not operate the Subject Assets, and there should be no need for UII to employ any of ComEd's employees. Nevertheless, should UII have occasion to employ any of ComEd's non-supervisory employees with respect to the Subject Assets, it will do so under the same terms and conditions of employment that those employees enjoyed at the time of the transfer of the Subject Assets by ComEd to UII. Finally, regardless of the transfer to UII, ComEd will offer to its employees the transition plans described above, and Mission will be obligated to extend offers of employment to ComEd's employees as described above.

VIII. ACCOUNTING

47. As required by Section 16-111 (g)(i), a complete statement of entries that ComEd will make on its books and records to reflect the proposed transaction is set forth in Exhibit E.

48. As set forth in the statement of Arthur Andersen LLP, independent certified public accountants, attached hereto as Exhibit F, the entries set forth on Exhibit E are in accord with generally accepted accounting principles.

49. The Commission has previously approved guidelines for cost allocations between ComEd and its affiliates. See Order, Ill. C.C. Dkt. 95-0615 (Mar. 12, 1997). However, UII is not, at this time, a party to the cost allocation agreement approved by the Commission and, in any event, the subject transaction is not among the transactions subject to that agreement. See, e.g., id. Nevertheless, the accounting entries set forth on Exhibit E are in accordance with ComEd's previously approved guidelines for cost allocations between ComEd and its affiliates and, attached as Exhibit G hereto, is a statement by Robert E. Berdelle, ComEd's chief accounting officer, certifying these facts.

IX. USE OF PROCEEDS AND CASH RESULTING FROM THE TRANSACTION.

50. ComEd will use the proceeds from the sale in a manner that will benefit its Illinois public utility customers and allow it to make the transition to a competitive environment as contemplated by the 1997 amendments to the Act. All of the pre-tax gain, which is estimated to be approximately \$2.8 billion, will be used to amortize the regulatory asset that was created as part of a generating plant investment impairment analysis following passage of the 1997 amendments to the Act. This amortization (along with the reduction to plant-in-service that will result from the sale of the Stations) will reduce ComEd's cost of providing utility services and will result in a rate base that is lower than it would be otherwise the next time that ComEd's base rates are set. Thus, the effect of the amortization (and the plant-in-service reduction) will benefit ComEd's customers the next time that ComEd's rates are set. Recognition of the gain from the sale of the Stations is expected to allow ComEd, pursuant to Section

16-111 (g)(4), to accelerate amortization or depreciation of its investment sooner than it would otherwise be able to do without endangering its financial viability. Exhibit H sets forth the calculation of the estimated gain and the amounts of the expected plant-in-service reductions and regulatory asset amortization.

51. At the closing, ComEd will receive approximately \$2.35 billion in cash from UII. This cash will be used to pay taxes and expenses associated with the transaction (which include severance benefits) and to fund projects intended to enhance ComEd's transmission and distribution system, to enhance ComEd's nuclear generating operations, to fund environmental initiatives, and to invest in economic development activities and similar projects. Among the projects that will be funded are transmission and distribution projects that constitute part of ComEd's 30 percent increase in transmission and distribution expenditures and new projects at various nuclear stations. When ComEd created its budgets for these projects, it anticipated that a portion of the cost of those projects would be funded by cash received as a result of the sale of the Stations. Cash from the sale of the Stations will mitigate the need to issue additional debt to fund these projects and, in some instances, will eliminate the need to reconsider projects. An itemization of the uses of the \$2.35 billion that would be received from UII is attached as Exhibit I.

52. The cash received as interest on the UII Notes -- which is expected to exceed \$100 million annually in the initial years before principal amortization -- will also be available to fund projects to maintain and enhance reliability and for other uses. When the UII Notes mature and the principal is remitted to ComEd, this cash will be available for general corporate purposes. The combination of this interest income and principal repayment can also be used by ComEd to redeem debt or to avoid the need

to issue new debt in the future.

X. FEDERAL AND STATE APPROVALS.

53. Prior to completing the sale transaction, ComEd will obtain approval from the Federal Energy Regulatory Commission ("FERC") to sell facilities which the FERC classifies as FERC-jurisdictional facilities, most notably the "generation leads" and "step-up" transformers. In addition, notice must be provided to the Federal Trade Commission and the United States Department of Justice pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976. Finally, both ComEd and Mission will obtain numerous other approvals from Federal and State agencies prior to consummation of the Agreements, most of which relate to the transfer of permits.

These other governmental approvals are addressed in the Mission Agreement. For convenience, a copy of various listings of approvals set forth in the Mission Agreement is included as Exhibit J.³ ComEd believes that the approvals described above constitute all of the Federal and State approvals that it is required to obtain. However, to the extent that, in the course of preparing for the closing, it appears necessary or desirable that additional approvals be obtained, such approvals may be requested. At this time, ComEd In addition to the approvals set forth in the Mission Agreement, ComEd will seek approval from the Illinois Department of Nuclear Safety to transfer permits relating to various measuring devices at the Powerton and Will County Stations. is unaware of any circumstances which indicate that additional Federal or State approvals will be required or obtained.

XI. IRREVOCABLE COMMITMENTS.

54. As required by Section 16-111(g)(iv)(220 ILCS 5/16-111(g)(iv)), ComEd irrevocably commits that it will not, as a result of the transaction that is the subject of this Notice, impose any stranded cost charges that it might otherwise be allowed to charge retail customers under federal law or increase the transition charges that it is otherwise entitled to collect under Article XVI of the Act.

XII. FUEL ADJUSTMENT CLAUSE.

55. Section 16-111 (g)(v) requires that a utility selling fifteen percent or more of its net dependable capacity as of the effective date of the Act terminate or suspend its fuel adjustment clause. 220 ILCS 5/16-111(g)(v). ComEd has previously terminated its fuel adjustment clause.

XIII. REQUEST FOR NO COMMISSION ACTION.

56. The Act explicitly allows the Commission to take no action on a notice, such as this Notice, submitted under Section 16-111 (g), thereby allowing the subject transaction to be consummated 30 days after the filing of the notice. See 220 ILCS 5/16 111 (g). As discussed in detail in the Affidavit of Calvin Manshio, attached here to as Exhibit K, it is appropriate in this case for the Commission to exercise its discretion not to issue an order initiating a hearing. ComEd, therefore, requests that the Commission exercise its discretion not to initiate hearings regarding the

³ In addition to the approvals set forth in the Mission Agreement, ComEd will seek approval from the Illinois Department of Nuclear Safety to transfer permits relating to various measuring devices at the Powerton and Will County Stations.

transaction that is the subject of this Notice. In the alternative, if the Commission does initiate a hearing, ComEd requests that the Commission approve the transaction contemplated by the Mission and UII Agreements as set forth herein.

Respectfully submitted,

COMMONWEALTH EDISON COMPANY

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Dated May 12, 1999

EXHIBIT A

EXHIBIT A, THE MISSION AGREEMENT, IS INCLUDED
IN FOUR SEPARATELY-BOUND VOLUMES

ASSET SALE AGREEMENT

BY AND BETWEEN

COMMONWEALTH EDISON COMPANY

AND

UNICOM INVESTMENT, INC.

AS TO FOSSIL FUEL GENERATING ASSETS

DATED AS OF MAY 11, 1999

EXHIBITS

<u>Exhibits</u>	<u>Title</u>
A	Forms of Promissory Notes
B	Form of guaranty of Unicom Corporation

ASSET SALE AGREEMENT

This **ASSET SALE AGREEMENT** (this “**Agreement**”) is made, as of May 11, 1999, by and between Commonwealth Edison Company, an Illinois corporation (“**ComEd**”), and Unicom Investment Inc., an Illinois corporation (“**Purchaser**”). ComEd and Purchaser may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

BACKGROUND

A. ComEd owns and operates fossil-fired generation facilities known as Crawford Station, Fisk Station, Waukegan Station, Will County Station, Joliet Station, Powerton Station and Collins Station, together with certain additional generating assets known as the Calumet, Bloom, Electric Junction, Lombard and Sabrooke off-site peaking units.

B. ComEd has heretofore entered into an Asset Sale Agreement dated as of March 22, 1999 (the “**Asset Sale Agreement**”) pursuant to which ComEd has agreed to sell said generation facilities and assets to Edison Mission Energy, a California corporation (“**EME**”).

C. Pursuant to Section 11.6 of the Asset Sale Agreement, ComEd hereby desires to sell, convey, assign, transfer and deliver the Assets (as defined in the Asset Sale Agreement) to Purchaser in exchange for the consideration set forth herein and Purchaser’s assumption of all of ComEd’s Obligations under the Asset Sale Agreement with respect to the transfer of such Assets to EME.

NOW, THEREFORE, in consideration of the respective covenants and agreements contained in this Agreement, each of ComEd and Purchaser agrees as follows:

ARTICLE I **DEFINITIONS**

1.1 **Defined Terms.** Capitalized terms used and not otherwise defined in this Agreement have the respective meanings specified in the Asset Sale Agreement.

1.2 **Interpretation.** In this Agreement, unless a clear contrary intention appears: (a) reference to any Person includes such Person’s successors and assigns, and reference to a Person in a particular capacity excludes such Person in any other capacity, (b) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, to the extent applicable, the terms hereof; (c) reference to any Article, Section or Exhibit means such Article, Section or Exhibit to this Agreement; (d) “hereunder,” “hereof,” “hereto,” “herein” and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof; (e) “including” (and with correlative meaning “include”) means including without limiting the generality

of any description preceding such term; (f) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including”; and (g) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

1.3 **Captions.** The captions of the various Articles, Sections and Exhibits of this Agreement have been inserted only for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

ARTICLE 2

PURCHASE AND SALE OF ASSETS

2.1 **Transfer of Assets.** Subject to the Permitted Encumbrances and the terms and conditions of this Agreement, ComEd will sell, convey, assign, transfer and deliver to Purchaser and Purchaser will purchase, assume and acquire from ComEd, all of ComEd’s right, title and interest in and to the Assets on the Closing Date, together with the right to receive the Purchase Price from EME. Purchaser may, at its option, direct ComEd to transfer all or any portion of the intangible Assets, including the Assigned Leases, the Assigned Contracts, the permits and licenses described in Schedule 2.1(c) to the Asset Sale Agreement and the trading allowances included as Assets, directly to EME. Notwithstanding anything to the contrary contained herein, nothing in this Agreement will constitute or be construed as conferring on Purchaser, and Purchaser is not acquiring any right, title or interest in or to any of the Excluded Assets.

2.2 **Assumption of Obligations.** On the Closing Date, Purchaser will assume and be responsible and liable for all obligations of ComEd related to the sale, conveyance, assignment, transfer and delivery to EME of the Assets, pursuant to and in accordance with the terms of the Asset Sale Agreement. In addition, on the Closing Date, Purchaser will assume and be responsible and liable for, or, in the alternative, will cause EME (pursuant to and in accordance with the Asset Sale Agreement) to assume and be responsible and liable for, the Purchaser’s Liabilities.

2.3 **Closing.** The closing of the sale of the Assets to Purchaser (the “**Closing**”) shall take place at the offices of Sidley & Austin, One First National Plaza, Chicago, Illinois at 8:00 a.m. local time no later than ten (10) Business Days following the date on which the conditions set forth in **Article 4** (Conditions Precedent to Obligations of the Parties at the Closing) have been either satisfied or waived by the Parties or on such other date and at such other place as the Parties may mutually agree. The date of Closing is referred to herein as the “**Closing Date**” and shall be deemed to be effective for all purposes at 12:01 a.m. on the Closing Date.

2.4 **Transaction Consideration.** (a) **Transaction Consideration and Payment.** The consideration for the purchase of the Assets (as adjusted pursuant to Section 2.4(b), the “**Transaction Consideration**”) is Four Billion Eight Hundred Thirteen Million One Hundred Twenty-One Thousand Dollars (\$4,813,121,000), which shall be paid to ComEd at the Closing by Purchaser

delivering promissory notes substantially in the forms attached to Exhibit A and by Purchaser's obligation to assume, or to cause EME to assume, the Purchaser's Liabilities.

(b) **Adjustment** The Transaction Consideration shall be increased by any amounts paid to Purchaser by EME pursuant to Sections 2.6(b) and 5.13 of the Asset Sale Agreement. The Transaction Consideration shall be decreased by any amounts Purchaser pays to EME pursuant to Section 2.6(b) of the Asset Sale Agreement. In addition to the foregoing, any other increase or decrease in the Purchase Price pursuant to Section 5.16 of the Asset Sale Agreement or otherwise shall require a corresponding adjustment to the Transaction Consideration. Any adjustment payment required by this Section 2.4(b) shall be paid by wire transfer of immediately available funds to an account designated by the Party receiving the funds.

2.5 **Certain Provisions With Respect to Switchyard Property.** (a) Purchaser acknowledges and agrees that ComEd intends to retain all of its right, title and interest in and to the real property portion of the Excluded Assets (the "**Switchyard Property**"). If and to the extent deemed necessary by ComEd (in its reasonable judgment) prior to Closing (and, to the extent necessary, at and after the Closing), ComEd and, to the extent ComEd requests, Purchaser, will use Commercially Reasonable Efforts to obtain and/or effectuate all federal, state, county and local approvals, including subdivision approvals, required such that the conveyance of the Transferred Real Property and the retention of the Switchyard Property by ComEd results in the creation, as of the Closing (or such later date, as applicable) of legally subdivided parcels which comply with all applicable local, county, state and federal land use, zoning, subdivision, setback and similar Requirements of Law (including the Illinois Plat Act (765 ILCS 205/1, et. seq.)).

(b) Purchaser and ComEd acknowledge and agree that, notwithstanding anything in this Agreement to the contrary, in the event that the condition set forth in Schedule 8.2 to the Asset Sale Agreement which relates to the acquisition of state, county and local zoning, land use and subdivision approvals with respect to the transfer of the Transferred Real Property and retention of the Switchyard Property is not satisfied prior to Closing, then ComEd shall have the right (in addition to, and not in lieu of, ComEd's other rights under this Agreement and the Asset Sale Agreement with respect to such condition) to possess, use and occupy the switchyard Property (or any portion thereof) (by means (including by lease or easement) other than by retention of ownership of fee title to the Switchyard Property (or any portion thereof) in such a manner as ComEd deems acceptable to satisfy such condition (an "**Alternative Structure**"); provided, that such Alternative Structure shall not materially adversely affect EME or the economic benefit of the transactions contemplated by the Asset Sale Agreement or the Related Agreements.

(c) Purchaser hereby acknowledges and confirms that:

(i) ComEd may at any time prior to Closing convey all of its right, title and interest in and to a portion of the Transferred Land applicable to the Will County Generating Station (any such portion being referred to herein as the "**Land Trust Property**") designated on Schedule 2.1(a) to the Asset Sale Agreement to an Illinois land trust (the "**Land Trust**") with Chicago Title Insurance Company, as land trustee (in such capacity, the "**Land Trustee**"), with respect to

which Land Trust ComEd shall be the owner of both 100% of the beneficial interest and 100% of the power of direction;

(ii) ComEd may at any time prior to Closing obtain an easement from the Land Trustee (in the form of the Seller Ingress-Egress & Utility Facilities Agreement attached to Exhibit B to the Asset Sale Agreement or other form reasonably satisfactory to Purchaser) for the benefit of the Switchyard Property with respect to a portion of the Land Trust Property for purposes of gaining vehicular and pedestrian ingress and egress on and over such portion of the Land Trust Property;

(iii) the easement for ingress and egress described in clause (ii) above shall constitute a Permitted Encumbrance under the Asset Sale Agreement; and

(iv) the transfer of the Land Trust Property to Purchaser at Closing may not be effectuated pursuant to the Grant Deed, but rather may be effectuated (upon and subject to the terms and conditions set forth in this Agreement) either (at ComEd's sole election):

(A) by transfer of all of the Land Trustee's right, title and interest in and to the Land Trust property to Purchaser pursuant to the Land Trustee's standard form of trustee's deed, or and Purchaser shall cooperate, to the maximum extent permitted therefor), with each other any obligation of ComEd or Purchaser to offer or pay any consideration in any legal and reasonable arrangement (including the Agency Agreement) designed to provide any claim, right or benefit arising under or resulting from the Assets to ENE and to relieve ComEd from any obligation, liability or burden associated therewith.

(B) by assignment by ComEd to Purchaser of 100% of the beneficial interest and power of direction in the Land Trust pursuant to the Land Trustee's standard form of assignment of beneficial interest and power of direction in a land trust;

provided, that, in either case, such transfer shall be subject to terms, provisions, conditions and reservations substantially similar to those set forth in the Grant Deed.

ARTICLE 3 **ADDITIONAL AGREEMENTS**

3.1 **Cooperation.** Each Party will assist the other Party's efforts to obtain the consents, authorizations, approvals, permits and licenses required in order to consummate the transactions contemplated by this Agreement and the Asset Sale Agreement and will cooperate with the other Party in executing such applications and other documents as are reasonably required.

3.2 **No Transfer if Consent or Approval Not Obtained.** Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement by ComEd to assign or transfer any Asset or any claim, right or benefit arising under or resulting from such Asset if an assignment or transfer or an attempt to make such an assignment or transfer of such Asset would, in

ComEd's reasonable judgment, constitute a breach thereof or a violation of any law, decree, order or regulation of any Governmental Authority. Notwithstanding the foregoing, Com Ed and Purchaser shall cooperate, to the maximum extent permitted by law and the Asset (but excluding any obligation of ComEd or Purchaser to offer or pay any consideration therefore), with each other in any legal and reasonable arrangement (including the Agency Agreement) designed to provide any claim, right or benefit arising under or resulting from the Assets to EME and to relieve ComEd from any obligation, liability or burden associated therewith.

3.3 **Taxes** . ComEd shall bear the sole responsibility for ComEd's income Taxes and shall pay all local, county and state and real estate transfer Taxes arising in connection with the sale and transfer of the Assets to Purchaser. Purchaser shall pay all local, county and state real estate transfer Taxes arising in connection with the sale and transfer of the Assets to EME.

3.4 **Illinois Responsible Property Transfer Act.** ComEd and Purchaser acknowledge that: (a) they are fully aware of the purpose and intent of the Illinois Responsible Property Transfer Act (765 ILCS 90/1 et seq.) (the "Act") and the disclosure document called for by the Act; (b) they knowingly and voluntarily waive the requirement that the disclosure document be delivered at least 30 days before the transfer and agree that the disclosure document may be delivered at Closing; and (c) Purchaser further waives any and all rights it may have under the Act and agrees that the rights and remedies pursuant to this Agreement shall be the sole rights and remedies available to it relating to environmental matters or the presence of any Environmental Condition on the Transferred Real Property.

3.5 **No Prorations** . ComEd and Purchaser acknowledge and agree that there shall be no proration of Taxes (including real estate taxes), rents or any other items between ComEd and Purchaser pursuant to this Agreement. ComEd and Purchaser confirm that all items which are to be prorated and/or apportioned under the terms of the Asset Sale Agreement (including the terms of Section 5.7 thereof) shall be prorated and/or apportioned between ComEd and EME, and not between ComEd and Purchaser or EME and Purchaser.

ARTICLE 4

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE

PARTIES AT THE CLOSING

The obligations of each Party to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver (to the extent permitted by law), on or prior to the Closing, of each of the following conditions precedent:

4.1 **Satisfaction or Waiver of Conditions under the Asset Sale Agreement.**

Each of the conditions set forth in Article 7 or Article 8 of the Asset Sale Agreement shall have been either satisfied or waived by the party for whose benefit such condition precedent exists.

4.2 **ComEd's Receipt of Illinois Authority.** ComEd has received and approved (in its reasonable discretion) the Illinois Authority.

4.3 **No Adverse Proceeding.** No order or injunction by a court of competent jurisdiction which restrains or prohibits any material transaction contemplated hereby shall have been issued and remain in effect.

ARTICLE 5

CLOSING DELIVERIES

5.1 **Purchaser's Additional Deliveries.** Subject to fulfillment or waiver of the conditions set forth in **Article 4**, at Closing Purchaser shall deliver to ComEd all the following:

- (a) Copies of the Articles of Incorporation of Purchaser certified as of a recent date by the Secretary of State of the State of Illinois;
- (b) Certificate of good standing of Purchaser issued as of a recent date by the Secretary of State of Illinois;
- (c) Any real estate transfer Tax declarations required to be executed or filed in connection with the transfer of the Assets; and
- (d) A Guaranty of Unicom Corporation, substantially in the form attached to **Exhibit B**.

5.2 **ComEd's Additional Deliveries.** Subject to fulfillment or waiver of the conditions set forth in **Article 1 4**, at Closing ComEd shall deliver to Purchaser all the following:

- (a) Copies of the Restated Articles of Incorporation of ComEd certified as of a recent date by the Secretary of State of the State of Illinois;
- (b) Certificate of good standing of ComEd issued as of a recent date by the Secretary of State of Illinois;
- (c) The Bill of Sale and Instrument of Assignment duly executed by ComEd;
- (d) Certificates of title or origin (or like documents) with respect to any vehicles or other equipment included in the Assets for which a certificate of title or origin is required in order to transfer title;
- (e) Grant Deeds with respect to the Transferred Real Property, duly executed by ComEd and/or such other instrument of transfer as provided in the last sentence of **Section 2.5**; and

- (f) Any real estate transfer Tax declarations required to be executed or filed in connection with the transfer of the Assets.

ARTICLE 6

TERMINATION

6.1 **Rights To Terminate.** This Agreement may, by written notice given on or prior to the Closing Date, be terminated at any time prior to the Closing Date by mutual written agreement of ComEd and Purchaser.

6.2 **Effect of Termination.** If this Agreement is terminated pursuant to Section 6.11 all further obligations of the Parties hereunder (other than in Section 7.1) shall be terminated without further liability of any Party to the other.

ARTICLE 7

MISCELLANEOUS AGREEMENTS AND ACKNOWLEDGMENTS

7.1 **Expenses.** Except as otherwise provided herein, each Party is responsible for its own costs and expenses incurred in connection with this Agreement and the consummation of the transactions contemplated by this Agreement.

7.2 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

7.3 **Severability.** If any provision hereof is held invalid or unenforceable by any arbitrator, court or as a result of future legislative action, this holding or action will be strictly construed and will not affect the validity or effect of any other provision hereof. To the extent permitted by law, the Parties waive, to the maximum extent permissible, any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

7.4 **Governing Law.** The validity, interpretation and effect of this Agreement are governed by and will be construed in accordance with the laws of the State of Illinois applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

7.5 **Acknowledgment.** Unless a clear contrary intention appears, references to EME herein shall be deemed to include any assignee of EME permitted by Section 11.6 of the Asset Sale Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COMMONWEALTH EDISON COMPANY

By: /s/ Robert J. ManninQ
Name: Robert J. Manning
Title: Executive Vice President

UNICOM INVESTMENT INC.

By: /s/ Robert J. Manning
Name: Robert J. Manning
Title: Chairman, President and
Chief Executive Officer

EXHIBIT A

FORM OF PROMISSORY NOTES

**PROMISSORY NOTE
SERIES A**

\$2,350,000,000.00

Chicago, Illinois
[Issue Date]

FOR VALUE RECEIVED, the undersigned, Unicom Investment Inc., an Illinois corporation ("*Purchaser*"), promises to pay to the order of Commonwealth Edison Company, an Illinois corporation ("*ComEd*"), at its offices at One First National Plaza - 37th Floor, Chicago, Illinois 60603, the principal sum of Two Billion Three Hundred Fifty Million Dollars (\$2,350,000,000.00). Such principal sum shall be payable on demand.

Any amount of principal hereof which is not paid when payment is demanded shall bear interest from the date when due until such principal amount is paid in full, payable on demand, at the Default Rate. For purposes of the foregoing, the term "Default Rate" shall mean a rate per annum equal to the sum of (i) the base rate on corporate loans posted by at least 75 % of the thirty largest banks in the United States (as set forth in the "Money Rates" section of *Wall Street Journal*) in effect from time to time, plus (ii) two percent (200 basis points).

Payments of both principal and interest are to be made in immediately available funds in lawful money of the United States of America. If payment hereunder becomes due and payable on a Saturday, Sunday, or legal holiday under the laws of the State of Illinois, the due date thereof shall be extended to the next succeeding business day. Purchaser may make voluntary prepayments of this Note in whole at any time or in part from time to time without penalty or premium.

The date and amount of each repayment of principal made by Purchaser to ComEd, shall be recorded by ComEd on its records, or, at its option, on the schedule attached to this Note, and the aggregate unpaid principal amount shown in such records or on such schedule shall be refutable presumptive evidence of the principal amount owing and unpaid on this Note.

The waiver of any default hereunder or the acceptance of any partial payment by ComEd, after the time when it becomes due as herein set forth, shall not be held to establish a custom or waive any rights of ComEd to enforce prompt payment of this Note or any other rights of ComEd hereunder. Purchaser waives any right to which it might be entitled, at any time or times hereafter, by virtue of any agreement, statute or law, to demand presentment for payment, protest and notice of non-payment, dishonor and protest.

Purchaser further agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by ComEd in endeavoring to collect any amounts payable hereunder which are not paid when due.

This Note has been delivered at and shall be deemed to have been made at Chicago, Illinois and shall be interpreted and the rights and liabilities of the parties hereto determined in

accordance with the internal laws of the State of Illinois (without giving effect to principles of conflicts of laws).

IN WITNESS WHEREOF, Purchaser has executed this Note as of the day and year
first above written.

UNICOM INVESTMENT INC.

By: _____

Name:

Title:

PAYMENTS OF PRINCIPAL

[illegible]

**PROMISSORY NOTE
SERIES B**

\$2,463,121.000.00

Chicago, Illinois
[Issue Date]

FOR VALUE RECEIVED, the undersigned, Unicom Investment Inc., an Illinois corporation ("*Purchaser*"), promises to pay to the order of Commonwealth Edison Company, an Illinois corporation, or registered assigns the principal sum of Two Billion Four Hundred Sixty-Three Million One Hundred Twenty-One Thousand Dollars (\$2,463,121,000.00) on [the twelfth anniversary of Issue Date] (the "*Maturity Date*").

[Interest rate and related terms to be agreed to prior to the Issue Date.]

Any amount of principal hereof which is not paid when due, whether at the Maturity Date, by acceleration or otherwise, shall bear interest from the date when due until such principal amount is paid in full, payable on demand, at the Default Rate. For purposes of the foregoing, the term "*Default Rate*" means a rate per annum equal to the sum of (i) the base rate on corporate loans posted by at least 75 % of the thirty largest banks in the United States (as set forth in the "Money Rates" section of *The Wall Street Journal*) in effect from time to time, plus (ii) 2 % (200 basis points) per annum.

Payments of both principal and interest are to be made in immediately available funds in lawful money of the United States of America. If payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Illinois, the due date thereof shall be extended to the next succeeding business day and interest shall be payable thereon during such extension at the rate hereinabove specified. Purchaser may make voluntary prepayments of this Note in whole at any time or in part from time to time without penalty or premium.

The date and amount of each repayment of principal made by Purchaser to the holder of this Note shall be recorded by the holder of this Note on its records, or, at its option, on the schedule attached to this Note, and the aggregate unpaid principal amount shown in such records or on such schedule shall be rebuttable presumptive evidence of the principal amount owing and unpaid on this Note.

The waiver of any default hereunder or the acceptance of any partial payment by the holder of this Note, after the time when it becomes due as herein set forth, shall not be held to establish a custom or waive any rights of the holder of this Note to enforce prompt payment of this Note or any other rights of the holder of this Note hereunder. Purchaser waives any right to which it might be entitled, at any time or times hereafter, by virtue of any agreement, statute or law, to demand presentment for payment, protest and notice of non-payment, dishonor and protest.

Purchaser further agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Note in

endeavoring to collect any amounts payable hereunder which are not paid when due, whether by acceleration or otherwise.

Purchaser will keep at its office a register in which Purchaser shall provide for the registration, and registration of transfer of, this Note. The holder of this Note may surrender the same at said office for registration of transfer, accompanied by a written instrument of transfer duly executed by such holder. In case such holder shall so request transfer of this Note, Purchaser shall, without expense to such holder (other than transfer taxes, if any), deliver to or upon its order one or more Notes in the same aggregate unpaid principal amount as this Note, each dated the later of the date of, or the date to which interest has been paid on, this Note and in the principal amount of \$100,000 or a multiple of \$50,000 in excess thereof, as requested by such holder and registered in such name or names, as shall be specified by such holder. Every Note so made and delivered upon transfer of or in exchange for this Note shall be substantially in the form of this Note.

This Note may only be amended, modified or supplemented by a written instrument signed by Purchaser and the holder of this Note.

This Note has been delivered at and shall be deemed to have been made at Chicago, Illinois and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the internal laws of the State of Illinois (without giving effect to principles of conflicts of laws).

IN WITNESS WHEREOF, Purchaser has executed this Note as of the day and year first above written.

UNICOM INVESTMENT INC.

By: _____
Name:
Title:

PAYMENTS OF PRINCIPAL

[illegible]

EXHIBIT B

**FORM OF GUARANTY
OF
UNICOM CORPORATION**

GUARANTY

GUARANTY, dated as of _____, _____ made by UNICOM CORPORATION, a corporation organized and existing under the laws of the State of Illinois (the "**Guarantor**"), in favor of Commonwealth Edison Company, an Illinois corporation ("**ComEd**").

PRELIMINARY STATEMENTS

(1) Unicom Investment Inc., an Illinois corporation ("Sub"), has entered into an Asset Sale Agreement (the "**Asset Sale Agreement**") with ComEd, pursuant to which Sub will purchase and acquire from ComEd all of ComEd's right, title and interest in and to certain fossil division assets and, in consideration therefor, Sub will issue promissory notes to ComEd in an aggregate principal amount of Four Billion Eight Hundred Thirteen Million One Hundred Twenty-One Thousand Dollars (\$4,813,121,000 (the "**Notes**"). The Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the Asset Sale Agreement.

(2) Sub is a wholly-owned subsidiary of the Guarantor.

(3) It is a condition precedent to ComEd consummating the transactions contemplated by the Asset Sale Agreement that the Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of the premises and in order to induce ComEd to consummate the transactions contemplated by the Asset Sale Agreement, the Guarantor hereby agrees as follows:

SECTION 1. Guaranty. The Guarantor hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due of all obligations of Sub now or hereafter existing under the Notes, whether for principal, interest, fees, expenses or otherwise (all such obligations being the "**Obligations**"), and agrees to pay any and all expenses (including counsel fees and expenses) incurred by ComEd in enforcing any rights under this Guaranty. Without limiting the generality of the foregoing, the Guarantor's liability shall extend to all amounts that constitute part of the Obligations and would be owed by Sub to ComEd under the Notes but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Sub.

SECTION 2. Guaranty Absolute. The Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Notes, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of ComEd with respect thereto. The obligations of the Guarantor under this Guaranty are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guaranty, irrespective of whether any action is brought against Sub) or whether Sub is joined in any such action or actions. The liability of the Guarantor under this Guaranty, shall be absolute, unconditional and irrevocable irrespective of:

(i) any lack of validity or enforceability of the Notes or any other agreement or instrument relating thereto-,

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from, the Notes, including, without limitation any extension of the expiration date of the Notes;

- (iii) any change, restructuring or termination of the corporate structure or existence of Sub or any bankruptcy, insolvency, liquidation or similar proceeding instituted by or against Sub; or
- (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Sub or a guarantor.

As against the Guarantor, this Guaranty shall continue to be effective or be reinstated as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by ComEd upon the insolvency, bankruptcy or reorganization of Sub or otherwise all as though such payment had not been made.

SECTION 3. Waiver. The Guarantor hereby waives promptness, diligence, presentment, protest, notice of protest, notice of dishonor, notice of acceptance and any other notice with respect to any of the Obligations and this Guaranty and any requirement that ComEd protect secure, perfect or insure any security interest or lien on any property subject thereto or exhaust any right or take any action against Sub or any other person or entity or any collateral.

SECTION 4. Waiver of Rights of Subrogation. The Guarantor hereby expressly and irrevocably waives with respect to Sub and its successors and assigns and any other person, any and all rights at law or in equity, by agreement or otherwise, to subrogation, reimbursement, exoneration, contribution, setoff, share in any collateral or any other rights that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker, and that the Guarantor may have or hereafter acquire against Sub, any of its affiliates, or any other person in connection with or as a result of the Guarantor's execution, delivery or performance hereunder. In furtherance of the foregoing, the Guarantor agrees that any payment by the Guarantor to ComEd pursuant to this Guaranty shall be deemed a contribution to the capital of Sub, and no such payment shall constitute the Guarantor a creditor of Sub. The Guarantor hereby acknowledges and agrees that the foregoing waivers are intended to benefit Sub and ComEd and shall not limit or otherwise affect the Guarantor's liability hereunder or the enforceability hereof. If, notwithstanding the foregoing, any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by the Guarantor in trust for ComEd, segregated from other funds of the Guarantor, and shall, forthwith upon receipt by the Guarantor, be turned over to ComEd in the exact form received by the Guarantor (duly endorsed by the Guarantor to ComEd), to be applied against the Obligations, whether matured or unmatured in such order as ComEd may determine.

SECTION 5. Representations and Warranties. The Guarantor hereby represents and warrants as follows:

(a) **Corporate Existence and Power.** It is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Illinois, is duly qualified to do business as a foreign corporation in, and is in good standing under the laws of, each state in which the ownership of its properties or the conduct of its business makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on its business, assets, revenues, financial condition, results of operations, operations or prospects or its ability to perform its obligations under this Guaranty, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to own or lease its property and to carry on its business as now conducted.

(b) **Corporate Authorization.** The execution, delivery and performance by it of this Guaranty have been duly authorized by all necessary corporate action on its part and do not, and will not, require the consent or approval of its shareholders.

(c) **No Violation, Etc.** The execution and delivery by the Guarantor of this Guaranty, and the performance by the Guarantor of its obligations hereunder, (i) are within the Guarantor's corporate powers, (ii) have been duly authorized by all necessary corporate action and (iii) do not and will not (A) violate any provision of the charter or by-laws of the Guarantor or of law, (B) violate any legal restriction binding on or affecting the Guarantor, (C) result in a breach of, or constitute a default under, any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Guarantor is a party or by which it or its properties may be bound or affected, or (D) result in or require the creation of any lien or security interest upon or with respect to any of its properties.

(d) **Execution and Delivery.** This Guaranty has been duly executed and delivered by the Guarantor, and is the legal, valid and binding obligation of the Guarantor enforceable against it in accordance with its terms, *subject, however*, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally

SECTION 6 Amendments, Etc. No amendment or waiver of any provision of this Guaranty, and no consent to any departure by the Guarantor herefrom, shall in any event be effective unless the same shall be in writing and signed by ComEd, and then such waiver shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7 No Waiver, Remedies. No failure on the part of ComEd to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 8. Continuing Guaranty. This Guaranty is a continuing guaranty and shall (i) subject to the last sentence of Section 2, remain in full force and effect until the payment in full of the Obligations and all other amounts payable under this Guaranty, (ii) be binding upon the Guarantor, its successors and assigns (*provided*, that the Guarantor may not assign any of its rights or obligations hereunder without the prior written consent of ComEd), and (iii) inure to the benefit of, and be enforceable by, ComEd and its successors, transferees and assigns.

SECTION 9. Governing Law. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF IELLINOIS.

SECTION 10. Severability. Any provision of this Guaranty or the Notes that is prohibited, unenforceable or invalid in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or invalidity without invalidating the remaining provisions hereof or thereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

SECTION 11. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Guaranty and are not to affect the construction of, or to be taken into consideration in interpreting, this Guaranty.

SECTION 12. Entire Agreement. This Guaranty constitutes the entire agreement and understanding among the Guarantor and ComEd relative to the subject matter hereof. Any previous agreement by or among such parties with respect to the subject matter hereof is superseded by this Guaranty. Nothing in this Guaranty, expressed or implied, is intended to confer upon any party other than ComEd any rights, remedies, obligations, or liabilities under or by reason of this Guaranty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UNICOM CORPORATION

By _____
Name:
Title:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY PERMIT APPLICATIONS

ENTITY	LOCATION	EXPECTED SERVICE DATE	MEGAWATTS
Cordova Energy Co LLC.	Cordova, IL	June 2001	500
Des Plaines Green Land Development LLC	Manhattan, IL	June 2000	664
Illinois Power Co.	Tilton,	May 1999	176
Illinois Power Co.	Hennepin, IL	May 1999	88
Indeck Pleasant Valley LL	Dorr Township, IL	2000	300
Indeck-Libertyville, LLC	Libertyville, IL	2001	300
Kendall New Century Development LLC	Plano, IL	June 2000	664
KN Power Co.	Island Lake, IL	2001	510
LS Power LLC	Lee County, IL	2001	1000
LSP-Kendall Energy, LLC	Kendall County, IL	Summer 2001	1,100
Peoples Gas Light & Coke Co.	Elwood, IL	June 1999	3,100
Reliant Energy, Inc.	Roxana, IL	unavailable	749
Rocky Road Power LLC	East Dundee, IL	1999	277
Soyland Power Coop. Inc.	Alsey, IL	July 1999	60
Union Electric Development Corp.	Patoka, IL	May 2000	270
Union Electric Development Corp.	Gibson City, IL	May 2000	270
TOTAL MEGAWATTS			10,028 MW


Source: Illinois Environmental Protection Agency filings.


- REDACTED -

This exhibit has been redacted to exclude confidential and proprietary information that has been filed with the Illinois Commerce Commission under seal.

Exhibit D

**ComEd
Projected Earned Return on Common Equity**

		Single Year Average Earned Return						
<u>Retention</u>	<u>Fossil Sale</u>	<u>Actual</u> <u>1998 (1)</u>	<u>1999 (1)</u>	<u>2000 (1)</u>	<u>2001 (1)</u>	<u>2002 (1)</u>	<u>2003 (1)</u>	<u>2004 (1)</u>
100%	Sell							
100%	Keep	11.6%						
0%	Sell							
0%	Keep							

		Two Year Average Earned Return					
<u>Retention</u>	<u>Fossil Sale</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>	<u>02/03</u>	<u>03/04</u>
100%	Sell						
100%	Keep						
0%	Sell						
0%	Keep						

	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
30 year T-Bond yield (2)	5.6%	5.3%	5.9%	6.7%	6.5%	6.0%	6.0%
	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	<u>01/02</u>	<u>02/03</u>	<u>03/04</u>	
Two year average yield	5.4%	5.6%	6.3%	6.6%	6.2%	6.0%	
Plus 2 standard deviations (3)	6.7%	6.9%	7.6%	7.9%	7.5%	7.3%	
Less 2 standard deviations (3)	4.1%	4.3%	5.0%	5.3%	4.9%	4.7%	

Notes:

1. ComEd's actual and projected earned returns have been calculated using the methodology set forth in Section 16-111(d) of the Act, and, accordingly, exclude the effects of accelerated depreciation and amortization. Actual reported earned returns are expected to be lower.
2. 1998 is the actual 12 month average yield ended December 31, 1998. 1999 through 2004 are forecasted by RFA.
3. The historical standard deviation is calculated based on actual monthly yields from January 1996 through March 1999.

Fossil Plant Sale Journal Entries

In accordance with Section 16-1 1 l(g) of the Illinois Public Utilities Act, the journal entries which ComEd currently expects to reflect the proposed sale transaction are attached. The following provides some background on the accounting for the sale.

The Asset Sale is a Key Source of Stranded Cost Recovery. The Illinois Electric Service Customer Choice and Rate Relief Law of 1997 (1997 Act) provides ComEd an opportunity to recover a portion of its potentially strandable costs through several avenues. In addition to the collection of a competitive transition charge, the 1997 Act allows utilities flexibility to realize value through the sale of assets. Consistent with these provisions, ComEd will utilize the gain on the plant sale to recover the regulatory asset relating to the accounting impairment of its generating stations.

Regulatory Asset for Impaired Production Plant. As a result of the 1997 Act, in December 1997 ComEd discontinued the application of regulatory accounting principles for the generation portion of its business and performed a Statement of Financial Accounting Standards No. - 121 impairment analysis of its generating assets. The analysis resulted in the recording of a \$3 @ billion plant impairment. The regulatory asset represented \$2.5 billion of nuclear plant and \$500 million of fossil plant costs. Because future regulated cash flows were expected to provide recovery of the impaired plant assets, a regulatory asset was recorded for the same amount. Accordingly, the impairment had no effect on results of operations in 1998. Recovery of the regulatory asset is being accomplished through the gain on the fossil plant sale and will be amortized at the time of the sale.

Accounting Entries Reflect Sale as a Source of Stranded Cost Recover, Rather Than Profit.

Consistent with the above, the proposed journal entries related to the sale of the fossil stations, including costs associated with certain coal contract obligations and employee-related costs, reflect that the net gain will be used to recover the amortization of the regulatory asset for impaired production plant costs and other related regulatory assets. The amortization of the regulatory assets is expected to rally offset the net gain on the sale. Because the net gain on the sale is not expected to increase ComEd's net income, the net gain is recorded as a regulatory liability (Account 254), rather than as a gain in Account 421, Gains on Disposition of Property. The amounts recorded in Account 182.3, Other Regulatory Assets related to impaired production plant and the fossil sale will be immediately amortized (charged) to Account 407.3, Regulatory Debits and the amounts recorded in Account 254 will be simultaneously credited to Account 407.4, Regulatory Credits.

Significant journal entry assumptions:

1. Plant, fuel, material, prepayment and clearing accounts, as well as the regulatory asset for impaired production plant, reflect December 31, 1998 balances. Coal reserves are based on March 31, 1999 balances. These amounts will be adjusted to actual as of the closing date of the sale. Excludes a minimal amount of distribution plant, the amount of which is yet to be determined.
2. Journal entry (1) reflects the sale of the stations and related items to an unregulated Unicom subsidiary for the consideration of cash and notes receivable. See Exhibit I for a description of the initial use of the cash resulting from the sale.
3. Selling and closing costs are estimated to be \$75 million. Actual amounts may differ and will be reflected in the final journal entries.
4. The estimated regulatory assets for the satisfaction of coal contracts and severance related costs assume a sale closing date of 9/30/99. Payment terms for satisfaction of the coal contracts have not yet been determined.
5. The Asset Sale Agreement provides for a purchase price adjustment for capital expenditures on certain projects which are expected to be incurred prior to closing. These expenditures are not included in the journal entries herein, but will be reflected in the book value and the purchase price at time of closing.
6. Potential effects of certain income tax issues are yet to be resolved-
7. The entries are limited to the entries that directly result from the fossil sale agreement and should not be interpreted to represent an all inclusive listing of the impacts on ComEd's financial statements.
8. The journal entries do not reflect the use of Account 102, Electric Plant Purchased or Sold, which functions as an interim clearing account pending FERC approval of plant sale journal entries. ComEd will address the proposed fossil sale journal entries with FERC prior to the sale closing. ComEd will advise the ICC of FERC's determination.

SCHEDULE OF ACCOUNTING ENTRIES

(000s)

(1) Sale of Fossil-Fired Generating Stations, Including the Peaking Units

108	Accum. Provision for Depreciation - Fossil-Fired Stations	\$	1,883,600	
108	Accum. Provision for Depreciation - Peaking Units	\$	203,700	
108	Accum. Provision for Depreciation - Transmission	\$	13,900	
108	Accum. Provision for Depreciation - General Plant	\$	6,100	
131	Cash	\$	2,350,000	
145	Notes Receivable from Associated Companies	\$	2,463,000	
236	Taxes Accrued	\$	10,000	
254	Other Regulatory Liabilities-Pre-tax Gain from Fossil Sale	\$	2,999,100	
254	Other Regulatory Liabilities-Pre-tax Gain on Sale of Emission Allow	\$	278,000	
101	Utility Plant in Service - Fossil-Fired Stations	\$	2,234,500	
101	Utility Plant in Service - Peaking Units	\$	115,700	
101	Utility Plant in Service - Transmission	\$	18,800	
101	Utility Plant in Service - General Plant	\$	20,100	
106	Completed Construction Not Classified-Electric - Fossil-Fired Stations	\$	691,000	
106	Completed Construction Not Classified-Electric - Peaking Units	\$	86,300	
106	Completed Construction Not Classified-Electric - Transmission	\$	27,200	
107	Construction Work in Progress - Fossil-Fired Stations	\$	217,600	
107	Construction Work in Progress - Peaking Units	\$	14,500	
107	Construction Work in Progress - Transmission	\$	2,700	
121	Nonutility Property - Fossil-Fired Stations	\$	1,000	
154	Plant Materials and Operating Supplies - Fossil-Fired Stations	\$	15,000	
154	Plant Materials and Operating Supplies - Peaking Units	\$	200	
163	Stores Expense Undistributed	\$	1,000	
151	Fuel Stock	\$	119,000	
152	Fuel Stock Expenses Undistributed	\$	1,700	
131	Cash (Closing Costs)	\$	37,500	
186	Miscellaneous Deferred Debits	\$	49,400	

To record the estimated sale of the stations' plant in service, CWIP, fuel inventory, emission allowances and materials and supplies inventory as of December 31, 1998.

(2) Satisfaction of Coal Contracts

182.3	Other Regulatory Assets-Coal Contracts	\$	210,200	
242	Miscellaneous Current and Accrued Liabilities			\$ 210,200

To record the estimated satisfaction of the coal contract entered into with Black Butte Coal Co.

(3) Severance Related Costs

182.3	Other Regulatory Assets-Severance Costs	\$	105,700	
131	Cash			\$ 44,500
228.3	Accumulated Provision for Pensions and Benefits			\$ 61,200

To record the estimated severance related costs associated with selling the stations.

(4) Miscellaneous Costs

242 Miscellaneous Current and Accrued Liabilities	\$	10,500	
184 Clearing Accounts	\$	200	
165 Prepayments			\$ 4,200
186 Miscellaneous Deferred Debits			\$ 200
254 Other Regulatory Liabilities-Miscellaneous Costs			\$ 6,300

To record adjustments for clearing accounts, inventory differences, prepaid insurance costs and vacation accruals.

(5) Amortization of Regulatory Assets

407.3 Regulatory Debits - Impaired Production Plant	\$	2,836,700	
407.3 Regulatory Debits - Coal Reserves	\$	178,000	
407.3 Regulatory Debits - Coal Contracts	\$	210,200	
407.3 Regulatory Debits - Severance Costs	\$	105,700	
254 Other Regulatory Liabilities-Pre-tax Gain from Fossil Sale	\$	2,999,100	-
254 Other Regulatory Liabilities-Pre-tax Gain on Sale of Emission Allow	\$	278,000	-
254 Other Regulatory Liabilities-Miscellaneous Costs	\$	6,300	
182.3 Other Regulatory Assets-Impaired Production Plant			\$ 2,836,700
182.3 Other Regulatory Assets-Coal Reserves			\$ 178,000
182.3 Other Regulatory Assets-Coal Contracts			\$ 210,200
182.3 Other Regulatory Assets-Severance Costs			\$ 105,700
407.4 Regulatory Credits-Pre-tax Gain from Fossil Sale			\$ 2,999,100
407.4 Regulatory Credits-Pre-tax Gain on Sale of Emission Allowances			\$ 278,000
407.4 Regulatory Credits-Miscellaneous Costs			\$ 6,300

To record the estimated amortization of the regulatory assets related to impaired production plant, coal reserves, severance costs and coal contracts, and the amortization of the regulatory liability related to the sale of the fossil generating stations, emission allowances and miscellaneous costs.

The amounts set forth in the above entries reflect the significant journal entry assumptions set forth on Page 2 of 6. Given these assumptions, management believes the entries are consistent with Generally Accepted Accounting Principles.

SCHEDULE OF TAX ENTRIES

(000's)

(6) Taxes Related to Journal Entry #1 Above

(a)	409.1 Income Taxes-Federal, Utility Operating Income	\$ 1,186,000	
	236 Taxes Accrued-Federal		\$ 1,186,000
	409.1 Income Taxes-State, Utility Operating Income	\$ 255,800	
	236 Taxes Accrued-State		\$ 255,800

To record the estimated current taxes related to the gain on the sale of the fossil stations plant in service, CWIP, fuel inventory, materials and supplies inventory and emission allowances.

(b)	282 Accum Def FIT-Other Property	\$ 144,900	
	281 Accum Def FIT-Accelerated Amortization Property	\$ 2,600	
	410.1 Provisions for Def Federal Income Taxes, Utility Oper Income	\$ 10,100	
	190 Accum Def FIT - Noncurrent		\$ 10,100
	283 Accum Def FIT - Other		\$ 17,800
	411.1 Provisions for Def Federal Income Taxes-CR, Utility Oper Income		\$ 129,700
	282 Accum Def SIT-Other Property	\$ 30,500	
	281 Accum Def SIT-Accelerated Amortization Property	\$ 400	
	410.1 Provisions for Def State Income Taxes, Utility Oper Income	\$ 2,200	
	190 Accum Def SIT - Noncurrent		\$ 2,200
	283 Accum Def SIT - Other		\$ 2,900
	411.1 Provisions for Def State Income Taxes-CR, Utility Oper Income		\$ 28,000

To record the estimated deferred taxes related to the sale of the fossil stations and peaking units.

(c)	255 Accum Def Investment Tax Credits	\$ 47,200	
	411.5 Investment Tax Credits Adjustments, Nonutility Operations		\$ 47,200
	410.2 Provisions for Def Fed Income Taxes, Other Inc & Ded	\$ 15,400	
	190 Accum Def FIT-Noncurrent		\$ 15,400
	410.2 Provisions for Def State Income Taxes, Other Inc & Ded	\$ 3,300	
	190 Accum Def SIT-Noncurrent		\$ 3,300

To record the estimated ITC effects related to the sale of the fossil stations and peaking units.

(7) Taxes Related to Journal Entry #2 Above

	190 Accum Def FIT - Noncurrent	\$ 68,400	
	190 Accum Def SIT - Noncurrent	\$ 14,700	
	411.1 Provisions for Def Federal Income Taxes-CR, Utility Operating Income		\$ 68,400
	411.1 Provisions for Def State Income Taxes-CR, Utility Operating Income		\$ 14,700

To record the estimated deferred taxes related to the satisfaction of the coal contracts.

(8) Taxes Related to Journal Entry #3 Above

236 Taxes Accrued-Federal	\$	14,500	
236 Taxes Accrued-State	\$	3,100	
190 Accum Def FIT - Noncurrent	\$	19,900	
190 Accum Def SIT - Noncurrent	\$	4,300	
409.1 Income Taxes-Federal, Utility Operating Income	\$		14,500
409.1 Income Taxes-State, Utility Operating Income	\$		3,100
411.1 Provisions for Def Federal Income Taxes-CR, Utility Operating Income	\$		19,900
411.1 Provisions for Def State Income Taxes-CR, Utility Operating Income	\$		4,300

To record the estimated current and deferred income taxes for severance related costs associated with selling the stations.

(9) Taxes Related to Journal Entry #4 Above

411.1 Provisions for Def Federal Income Taxes-CR, Utility Operating Income	\$	3,400	
411.1 Provisions for Def State Income Taxes-CR, Utility Operating Income	\$	700	
236 Taxes Accrued-Federal	\$	1,400	
236 Taxes Accrued-State	\$	300	
190 Accum Def FIT - Noncurrent	\$		3,400
190 Accum Def SIT - Noncurrent	\$		700
409.1 Income Taxes-Federal, Utility Operating Income	\$		1,400
409.1 Income Taxes-State, Utility Operating Income	\$		300

To record the estimated current and deferred income taxes related to miscellaneous costs.

(10) Taxes Related to Journal Entry #5 Above

(a) 236 Taxes Accrued-Federal	\$	57,900	
236 Taxes Accrued-State	\$	12,500	
409.1 Income Taxes-Federal, Utility Operating Income	\$		57,900
409.1 Income Taxes-State, Utility Operating Income	\$		12,500

To record the estimated current taxes related to the coal reserves.

(b) 282 Accum Def FIT-Other Property	\$	923,100	
411.1 Provisions for Def Federal Income Taxes-CR, Utility Operating Income	\$		923,100
282 Accum Def SIT-Other Property	\$	199,100	
411.1 Provisions for Def State Income Taxes-CR, Utility Operating Income	\$		199,100

To record the estimated deferred taxes related to the amortization of the regulatory asset for impairment.

The amounts set forth in the above entries reflect the significant journal entry assumptions set forth on Page 2 of 6. Given these assumptions, management believes the entries are consistent with Generally Accepted Accounting Principles.

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Commonwealth Edison Company:

We have examined the accompanying assertion of management of the Commonwealth Edison Company that the journal entries as set forth on the Schedule of Accounting Entries of Commonwealth Edison Company are consistent with generally accepted accounting principles. Our examination was made in accordance with standards established by the American Institute of Certified Public Accountants and, accordingly, included such procedures as we considered necessary in the circumstances.

In our opinion, the assertion of management of Commonwealth Edison Company referred to above is fairly stated, in all material respects, in conformity with generally accepted accounting principles.

This report is intended solely for the use of Commonwealth Edison Company and the Illinois Commerce Commission and should not be used for any other purpose.


ARTHUR ANDERSEN LLP

Chicago, Illinois
April 27, 1999

EXHIBIT G

STATEMENT OF ROBERT E. BERDELLE

Robert E. Berdelle, chief accounting officer for Commonwealth Edison Company ("ComEd"), states as follows:

The proposed accounting entries attached to the Notice of Property Sale ("Notice") as Exhibit E were prepared by ComEd for the purpose of complying with the Illinois Public Utilities Act, Section 16-111(g), to present to the Illinois Commerce Commission (the "Commission") the proposed accounting entries for the sale of the generating stations and other property described in the accompanying Notice.

In its Order in Docket 95-0615, the Commission approved guidelines for cost allocations between ComEd and its affiliates. The accounting entries presented in Exhibit E are in accord with the guidelines for cost allocations approved in Docket 95-0615.



ROBERT E. BERDELLE
Vice President and Comptroller
Commonwealth Edison Company

Dated: May 12, 1999

Exhibit H**Calculation of Gain on the Sale of Fossil Plants**
(000s)

	Book Basis
Proceeds from the Sale (net of closing costs)	\$ 4,785,500
Estimated Book Value (Accts 101&106 less Acct 108)	(1,086,300)
CWIP	(234,800)
Nonutility property	(1,000)
Materials & Supplies Inventory	(15,200)
Stores Expense	(1,000)
Fuel Inventory Including Acct 152	(120,700)
Selling Expenses and Reclamation Costs (Acct 186)	(49,400)
	<hr/>
	\$ 3,277,100
Satisfaction of Black Butte Coal Contract	(210,200)
Employee Severance Related Costs	(105,700)
Miscellaneous Costs	6,300
Coal Reserves	(178,000)
Amortization of Investment Tax Credits for Fossil	<hr/> 47,200
Net Pre-Tax Gain Available for Recovery of Regulatory Asset	\$ 2,836,700
Tax Effects of Items Above	<hr/> (1,122,200)
Net After Income Tax Gain	<hr/> <hr/> \$ 1,714,500

Use of Initial Cash Resulting from Sale

(000's)

Unicom Investments:

Cash Received by Unicom Investment from Edison Mission Energy	\$ 4,813,000
Payment of Demand Note to ComEd	<u>(2,350,000)</u>
Remainder of Cash in Unicom Investment With Notes Payable to ComEd	<u>\$2,463,000</u>

ComEd:

Cash Received from Payment of Demand Note	\$ 2,350,000
Uses for Cash Received:	
Income Tax Payments	(1,352,100)
Satisfaction of Black Butte Coal Contract	(210,200)
Employee Severance Costs (current cash portion)	(44,500)
Estimated Selling and Closing Costs	<u>(75,000)</u>
Total Sale-Related Cash Requirements	<u>\$ (1,681,800)</u>
Net Cash for Project Funding (1)	<u>\$668,200</u>

1) Projects to be Funded:

Transmission and Distribution Reliability Enhancements	\$(307,000) (a)
Energy Conservation & Renewable Energy Projects	(40,000) (b)
Nuclear Plant Power Projects -	
LaSalle Station	(17,200)
Byron and Braidwood	(48,000)
Additional Potential Projects to be Funded	<u>(256,000) (c)</u>

Total Projects to be Funded	<u>\$(668,200)</u>
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- (a) Represents a 30% increase in ComEd's three-year capital budget. Over a five year period ComEd expects to spend \$2.3 billion in capital and \$1.4 billion for operation and maintenance expenses for its transmission and distribution system. See Page 2 of 4 for a description of expenditures.
- (b) See Page 3 of 4 for details.
- (c) See Page 4 of 4 for details.

Use of Initial Cash Resulting from Sale (Continued)

Summary of Transmission and Distribution Reliability Enhancements:

(1) Infrastructure Refurbishment and Distribution Cable - \$49,290,000

Replacement and refurbishment of equipment and distribution cable, primarily related to substation facilities, before the equipment causes interruptions. The focus of this program will target equipment that is approaching the end of its economic life.

(2) Target Programs - \$64,470,000

Distribution system improvements targeted towards groups of customers or individual customers that have had more than the normal amount of interruptions, and the least reliable 1% of feeders as calculated on interruption frequency to improve service reliability.

(3) Distribution System Automation - \$83,750,000

Includes the installation of sensing device and automated switches on the distribution system, which will allow outage information to be automatically sent to the dispatcher of crews and in some cases, with automatic switches, restoration will occur automatically.

(4) Transmission Network Upgrades - \$109,490,000

- (a) Provide transmission system upgrades necessary to support independent power producers.
- (b) Relocate, reconfigure and upgrade metering and operational control facilities.

Use of Initial Cash Resulting from Sale (Continued)

Summary of Energy Conservation and Renewable Energy Projects:

The Company expects to spend a minimum of \$40 million in the years 1999-2001 for a variety of programs which reduce the environmental burdens of the electricity business and/or enhance the efficient use of electricity. Programs contemplated include, but are not limited to, the following:

(1) Residential Programs

Energy Catalog - Promote energy efficiency to customers and provide them with the opportunity to purchase related products below retail prices from ComEd.

Nature First - Expand existing residential air conditioning cycle program.

Light Bulb Program - Increase customer awareness of the incandescent energy savings bulbs in the existing ComEd Light Bulb Program.

(2) Business Programs

New Curtailable Programs - Provide a variety of financial incentives to customers in exchange for them limiting their electricity usage during high demand days.

Dimmable Ballast Rebate - Provide a financial incentive to customers that replace non-dimmable ballasts in conjunction with a curtailment program.

Energy Catalog - Promote energy efficiency focusing on lighting products to our customers and provide them with the opportunity to purchase related products below retail prices from ComEd.

MORES Pilot - Promote long-term energy efficiency and reduce electric powered cooling system peak demand through the use of customer specific diagnostic studies and financial assistance.

(3) Corporate Programs

Education - Develop a co-branded marketing program to educate customers on the Department of Energy's Energy Star Program as a platform to raise awareness and use of energy efficient products.

Develop an advertising campaign targeted towards our residential and business customers and increase the number of energy efficiency and environmental stories in existing ComEd communications.

Neighborhood Project - Microgrid - Investigate how a decentralized energy marketplace based on new technologies and new service opportunities can best serve the community, customer and corporation.

Tree Program - Educate customers on the benefits of tree trimming (improved reliability) as well as ComEd's tree replacement program.

Waste Gas to Energy - Create a model for determining the true value of energy generated from waste gas and determine when additional waste gas to energy capacity could be online.

Use of Initial Cash Resulting from Sale (Continued)

Summary of Additional Potential Projects to be Funded:

ComEd is in the process of determining how the remainder of the initial cash paid to it by Unicom Investment will be used. It is currently expected that some or all of the remaining funds may be used to fund, directly or indirectly, projects intended to further economic development and environmental initiatives. Such projects may include, among others, energy conservation and efficiency projects, development of renewable energy resources, environmental clean-up projects, projects related to clean coal initiatives, and public interest projects.

Crawford Fossil Fuel Generating Station

SCHEDULE 2.1 (c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Real Estate Permits

1. Application to Establish, Change, or Discontinue a Private Aid to Navigation dated November 10, 1936 approved November 11, 1936 by Department of Commerce Bureau
2. of Lighthouses
3. Permit dated September 17, 1959 from the Department of the Army, as modified by letter dated March 3, 1960 from U.S. Army Engineer District, Chicago Corps of Engineers.
4. Permit dated December 26, 1945 (as of June 17, 1945) from City of Chicago Department of Public Works (Permit No. 4879).

5.

Environmental Permits

4. NPDES Permit # IL0002186. Permit Expires 4/1/00
5. Crawford Station is subject to the adjusted thermal standards set forth in Illinois Pollution Control Board Order No. AS96-10, dated 3/10/96. The Order also requires that ComEd conduct further investigations regarding the impacts of thermal discharges on the receiving stream. The Illinois Pollution Control Board may need to authorize transfer of the adjusted standards to a new owner.
6. Waste Generator Identification Numbers: Crawford USEPA ID # ILD 044 231 470; IEPA ID # 031 60057 61.
7. Crawford Unit 7 Air Operating Permit # 730308806. Permit Expires 07/15/99 or until Title V permit is issued.
8. Crawford 8 Air Operating Permit # 73030808. Permit Expires 11/14/97 or until Title V permit is issued.
9. Crawford General Operating Permit # 730308804. Permit Expires 02/01/98 or until Title V permit is issued.
10. Crawford Combustion Turbine (Peaker) Permit # 73030807. Permit Expires 11/27/96 or until Title V permit is issued.
11. Crawford Phase II Acid Rain Permit # 867. Permit Expires 12/31/04.
12. Crawford 7& 8 NOx early election permit # 867. Permit Expires 12/31/2007.
13. Crawford 7& 8 NOx Phase II Permit # 867. Permit expires 12/31/94.
14. Crawford Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.
15. Open Burning Permit [for fire fighting training] # B 9807042, ID 197816. Permit date issued - 07/22/98. Permit date expires - 9/30/99.
16. Construction / Operating Permit #1977-EB-3152 for Wastewater Treatment Plant.
17. A Corps of Engineers permit application is in process to allow for dredging of the intake canal.

Crawford Fossil Fuel Generating Station

Boiler and Pressure Vessel Permits

Permits issued by the City of Chicago are posted in the control room at the plant. They have a cryptic code on them and we do not have the code. There are approximately 60 of them and there is no listing. They are available in the control room.

Fisk Fossil Fuel Generating Station

SCHEDULE 2.1(c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution system or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Real Estate Permits

1. Permit dated March 27, 1980 and recorded June 5, 1980 as document number 25478145 from the Department of the Army to covenants and restrictions, terms, conditions and provisions of the permit which affects parcels 8, 9, 10, 11, 12 and 13.
2. Driveway Permit dated January 6, 1943 issued by City of Chicago for ComEd's use of Northeast entrance to Fisk Station.
3. Permit dated December 1, 1944 from War Department to construct 129 lineal feet of dock and a discharge tunnel on the north side of the South Branch of Chicago River.
4. Permit dated April 4, 1980 stamped as document number 25478145 from Department of the Army to perform maintenance dredging in South Branch of the Chicago River, Mason's Canal and Sampson's Canal.
5. Permit dated August 27, 1957 from Department of the Army to construct approximately 409 lineal feet of dock and to dredge the area channelward therefrom to a depth of 13.63 feet below Low Water Datum in the South Branch of the Chicago.
6. Permit dated January 25, 1978 numbered 404-77 from City of Chicago, Department of Public Works to install approximately 154 total linear feet of new sheet piling for the proposed seawall extension at Throops Canal adjacent to the South Branch of the Chicago River.
7. Permit dated April 7, 1943 numbered 5380 from State of Illinois Department of Public Works and Buildings to fill the North 575.95 feet of Mason's Canal.

Environmental Permits

8. NPDES Permit 4 ELOO02178. Permit Expires 4/30/00.
9. Fisk Station is subject to adjusted thermal standards set forth in Illinois Pollution Control Board Order No. AS96- 10, dated 3/10/96. The Order also requires that ComEd conduct further investigations regarding the impacts of thermal discharges on the receiving stream. The Illinois Pollution Control Board may need to authorize transfer of the adjusted standards to a new owner.
10. Waste Generator Identification Numbers: Fisk USEPA ID # ILD 044 231 538; EEPA ID 031 60058 30.
11. Fisk 19 Air Operating Permit # 73030816. Permit Expires 12/31/98 or until Title V permit is issued.
12. Fisk General Operating Permit # 73030814. Permit Expires 12/31/98 or until Title V permit is issued.
13. Fisk Combustion Turbine (Peaker) Permit # 73030818. Permit Expires 09/25/97 or until Title V permit is issued.
14. Fisk Auxiliary Boiler Permit # 88040046. Permit Expires 05/15/97 or until Title V permit is issued.
15. Fisk 19 Phase II Acid Rain Permit # 886. Permit Expires 12/31/04.
16. Fisk 19 NOx Early Election Permit # 886. Permit Expires 12/31/07.

Fisk Fossil Fuel Generating Station

17. Fisk 19 NOx Phase II Permit # 886. Permit expires 12/31/04.
18. Fisk Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.
19. Open Burning Permit [for fire fighting training] # B 9807042, ID 197816. Permit date issued - 07/22/98. Permit date expires - 9/30/99
20. Construction / Operating Permit # 1977-ED-3167 for Wastewater Treatment Plant.
21. IEPA Air Insulating Oil Storage Tanks Operating Permit #89010094.
22. IEPA Air Coal and Ash Handling Construction and Operating Permit #96010108.

Boiler and Pressure Vessel Permits

Permits issued by the City of Chicago are filed in the main office at the plant. They have a cryptic code on them and we do not have the code. There are approximately 60 of them and there is no listing. They are available in the control room.

Waukegan Fossil Fuel Generating Station

SCHEDULE 2.1(c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Real Estate Permits

1. Permit #568, dated June 19, 1923, granted by the Department of Public Works and Buildings, Division of Waterways of the State of Illinois to Waukegan Generating Company (to construct sewage treatment plant).
2. Permit #593, dated August 17, 1923 and recorded August 24, 1923 in Book 312 of Mortgages, page 330 as Document No. 228621, granted by the Department of Public Works and Buildings, Division of Waterways of the State of Illinois to Waukegan Generating Company, as modified by letter dated September 25, 1923 (to construct intake and discharge flume).
3. Permit #837, dated April 25, 1925 and recorded May 26, 1925 in Book 351, of Mortgages, page 260 as Document No. 258100, granted by the Department of Public Works and Buildings, Division of Waterways of the State of Illinois to Waukegan Generating Company, as modified by letter dated June 27, 1925 (to construct intake harbor).
4. Permit Chi. 109/726, dated October 5, 1926, granted by the Department of the Army to Waukegan Generating Company, as extended by various correspondence (to construct pile piers to enclose harbor; evacuate and dredge harbor).
5. Permit #2392, dated August 8, 1931 and recorded August 24, 1931 in Book 506 of Mortgages, page 548 as Document No. 372242, granted by the State of Illinois in favor of Waukegan Generating Company (to extend existing breakwater and intake flume).
6. Permit, dated December 9, 1942, granted by the U.S. Coast Guard in favor of Public Service Company of Northern Illinois.
7. Permit, dated August 28, 1967, granted by Treasury Department of U.S. Coast Guard in favor of Commonwealth Edison Company.
8. Letter, dated February 14, 1967, regarding permit granted by the Department of the Army to Commonwealth Edison Company (to install mesh net barrier across intake flume).
- 9.

Environmental Permits

9. NPDES Permit # IL0002259. Permit Expires 8/1/00.
10. North Shore Sanitary District Discharge Control Document # 93-90. Document Expires 3/31/02.
11. A 316(a) variance was approved by the Illinois EPA on 9/21/78. The station has submitted a 316(b) demonstration.
12. A Memorandum of Agreement with the Illinois DNR and the City of Waukegan to maintain public access to a fishing pier located on station property. The station entered into this agreement 2/1/93 and the agreement has a renewal option effective 6/31/03.
13. Waste Generator Identification Numbers: Waukegan USEPA ID # ILD 000 803 635; IEPA ID # 097 19050 13.

Waukegan Fossil Fuel Generating Station

14. Waukegan 6 Unit Air Operating Permit # 73030829. Permit Expires 09/30/97 or until Title V permit is issued.
15. Waukegan Unit 7 Air Operating Permit # 75030155. Permit Expires 07/28/97 or until Title V permit is issued.
16. Waukegan Unit 8 Air Operating Permit # 73030831. Permit Expires 05/28/98 or until Title V permit is issued.
17. Waukegan Unit 8 Construction/Operating Permit DOE Mercury/PM2.5 Project Permit # 98820013. Permit Expires 02/20/01. Project canceled-permit being terminated.
18. Waukegan Combustion Turbine (Peaker) Permit # 73030832. Permit Expires 03/09/98 or until Title V permit is issued.
19. Waukegan Station General Operating Permit # 73030827. Permit Expires 08/18/98 or until Title V permit is issued.
20. Waukegan Phase II Acid Rain Permit # 883. Permit Expires 12/31/04.
21. Waukegan Phase I NOx Early Election Permit # 883. Permit Expires 12/31/07.
22. Waukegan Phase II NOx Permit # 883. Permit Expires 12/31/04.
23. Waukegan Station Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.
24. Open Burning Permit for fire fighting training # B 9807042, ID 197816. Permit date issued - 07/22/98. Permit date expires - 9/30/99.
25. Construction / Operating Permit # 1977-ED-3699 & # 1986-EN- 1415 for Wastewater Treatment Plant.
26. Maintenance Dredging Permit #004469108.
27. IEPA Air Unit 8 ESP Refurbish Construction Permit #95070011.
28. NSSD Discharge Control Document for Sanitary Discharges.

Boiler and Pressure Vessel Permits

29. Car Dumper Air (Air Tank) with Jurisdictional No. ILU125506 located in: CAR Dumper. Inspection date 3/26/98, Certificate Expiration Date 4/26/99.
30. Infilco (Air Tank) with Jurisdictional No. ILU242449 located in: INFELCO. Inspection date 3/26/98, Certificate Expiration Date 3/26/01.
31. 31-1 A Starting Air (Air Tank) with Jurisdictional No. ILU121616 located in: Jet Building. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
32. 31 -1 B Starting Air (Air Tank) with Jurisdictional No. ILU 1 21617 located in: Jet Building. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
33. 31 -1 C Starting Air (Air Tank) with Jurisdictional No. ILU 1 2161 8 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
34. 31-1 D Starting Air (Air Tank) with Jurisdictional No. ILU121619 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.+
35. 31-2 A Starting Air (Air Tank) with Jurisdictional No. ILU121620 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
36. 31-2 B Starting Air (Air Tank) with Jurisdictional No. ILU121621 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
37. 31-2 C Starting Air (Air Tank) with Jurisdictional No. ILU121622 located in: Jet Building.

Waukegan Fossil Fuel Generating Station

- Inspection date 6/17/98, Certificate Expiration Date 2/14/00.
38. 31-2 D Starting Air (Air Tank) with Jurisdictional No. ILU121623 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
39. 32-1 A Starting Air (Air Tank) with Jurisdictional No. ILU121624 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
40. 32-1 B Starting Air (Air Tank) with Jurisdictional No. ILU121625 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
41. 32-1 C Starting Air (Air Tank) with Jurisdictional No. ILU121626 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
42. 32-1 D Starting Air (Air Tank) with Jurisdictional No. ILU121627 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
43. 32-2 A Starting Air (Air Tank) with Jurisdictional No. ILU121628 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
44. 32-2 B Starting Air (Air Tank) with Jurisdictional No. ILU121629 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
45. 32-2 C Starting Air (Air Tank) with Jurisdictional No. ILU121630 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 4/12/99.
46. 32-2 D Starting Air (Air Tank) with Jurisdictional No. ILU121631 located in: Jet Building. Inspection date 6/17/98, Certificate Expiration Date 2/14/00.
47. House Air (Air Tank) with Jurisdictional No. ILU121591 located in: UNIT 5. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
48. 6 A SB Air REC (Air Tank) with Jurisdictional No. ILU121551 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
49. 6 B SB Air REC (Air Tank) with Jurisdictional No. ILU121552 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
50. 6 C SB Air REC (Air Tank) with Jurisdictional No. ILU121553 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
51. 6 D SB Air REC (Air Tank) with Jurisdictional No. ILU121554 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
52. 6-A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121579 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
53. 6-B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121580 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
54. 6-C FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121581 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
55. 6-D FW HTR (Deareating TK) with Jurisdictional No. ILU121593 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
56. 6-E FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121582 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
57. 6-F FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121583 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
58. 6A Control Air (Air Tank) with Jurisdictional No. ILU121615 located in: Unit 6. Inspection date 9/1/98, Certificate Expiration Date 9/1/01.
59. 6B Control Air (Air Tank) with Jurisdictional No. ILU121614 located in: Unit 6. Inspection

Waukegan Fossil Fuel Generating Station

- date 9/1/98, Certificate Expiration Date 9/1/01.
60. Boiler #17 (WT BLR) with Jurisdictional No. ILB3034 located in: Unit 6. Inspection date 5/15/98, Certificate Expiration Date 5/15/99.
 61. 7 A Service Air (Air Tank) with Jurisdictional No. ILU121555 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 3/1/99.
 62. 7 B Service Air (Air Tank) with Jurisdictional No. ILU121556 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 3/1/99.
 63. 7 Control Air (Air Tank) with Jurisdictional No. ILU121570 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 2/14/00.
 64. 7 North SB Air REC (Air Tank) with Jurisdictional No. ILU121566 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 10/21/99.
 65. 7 South SB Air REC (Air Tank) with Jurisdictional No. ILU121567 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 2/26/99.
 66. 7-A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121584 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/29/99.
 67. 7-B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121585 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/29/99.
 68. 7-C FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121586 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/26/99.
 69. 7-D FW HTR (Deareating TK) with Jurisdictional No. ILU121607 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/12/99.
 70. 7-E North FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121573 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/29/99.
 71. 7-E South FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121574 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/29/99.
 72. 7-F North FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121575 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/29/99.
 73. 7-F South FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121576 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/29/99.
 74. 7-G North FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121577 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/29/99.
 75. 7-G South FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121578 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 4/29/99.
 76. 7A SB After CLR (Air Aftercooler) with Jurisdictional No. ILU121568 located in: Unit 7. Inspection date 5/15/98, Certificate Expiration Date 5/15/01.
 77. 7A SB Inter CLR 1 (Air Intercooler) with Jurisdictional No. ILU121560 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 3/1/99.
 78. 7A SB Inter CLR 2 (Air Intercooler) with Jurisdictional No. ILU121563 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 3/1/99.
 79. 7B SB AFTER CLR (Air Aftercooler) with Jurisdictional No. ILU121569 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 10/24/99.
 80. 7B SB Inter CLR 1 (Air Intercooler) with Jurisdictional No. ILU121562 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 3/1/99.
 81. 7B SB Inter CLR 2 (Air Intercooler) with Jurisdictional No. ILU121565 located in: Unit 7.

Waukegan Fossil Fuel Generating Station

- Inspection date 3/26/98, Certificate Expiration Date 2/26/99.
82. 7C SB AFTER CLR (Air Aftercooler) with Jurisdictional No. ILU 1 215 5 9 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 3/1/99.
83. 7C SB Inter CLR 1 (Air Intercooler) with Jurisdictional No. ILU121561 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 3/1/99.
84. 7C SB Inter CLR 2 (Air Intercooler) with Jurisdictional No. ILU121564 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 3/1/99.
85. Boiler #7 (WT BLR) with Jurisdictional No. ILB31973 located in: Unit 7. Inspection date 3/26/98, Certificate Expiration Date 3/26/99.
86. 8 A Service Air (Air Tank) with Jurisdictional No. ILU121558 located in: Unit 8. Inspection date 9/1/98, Certificate Expiration Date 3/26/01.
87. 8 B Service Air (Air Tank) with Jurisdictional No. ILU121557 located in: Unit 8. Inspection date 9/1/98, Certificate Expiration Date 3/26/01.
88. 8 Control Air (Air Tank) with Jurisdictional No. ILU247009 located in: Unit 8. Inspection date 5/15/98, Certificate Expiration Date 5/15/01.
89. 8-C FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU242448 located in: Unit 8. Inspection date 3/26/98, Certificate Expiration Date 3/26/01.
90. 8-D FW HTR (Deareating TK) with Jurisdictional No. ILU121602 located in: Unit 8. Inspection date 3/26/98, Certificate Expiration Date 3/26/01.
91. 8-E North FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU125507 located in: Unit 8. Inspection date 9/1/98, Certificate Expiration Date 3/26/01.
92. 8-E South FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU125508 located in: Unit 8. Inspection date 9/1/98, Certificate Expiration Date 3/26/01.
93. 8-F North FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU125509 located in: Unit 8. Inspection date 9/1/98, Certificate Expiration Date 3/26/01.
94. 8-F South FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU125510 located in: Unit 8. Inspection date 9/1/98, Certificate Expiration Date 3/26/01.
95. 8-G North FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU125511 located in: Unit 8. Inspection date 9/1/98, Certificate Expiration Date 3/26/01.
96. 8-G South FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU125512 located in: Unit 8. Inspection date 9/1/98, Certificate Expiration Date 3/26/01.
97. Boiler #8 (WT BLR) with Jurisdictional No. ILB49973 located in: Unit 8. Inspection date 4/23/98, Certificate Expiration Date 4/23/99.
- 98.

Will County Fossil Fuel Generating Station

SCHEDULE 2.1(c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Real Estate Permits

1. Will County Zoning Department Zoning Permit Number 8028 dated August 19, 1955 for the extension to the steam electric power generating station and accessory buildings.
2. Will County Zoning Department Zoning Permit Number 4067 dated July 3, 1952 for the steam electric power generating station and accessory buildings.
3. Department of the Army Permit dated June 14, 1960 to construct an overhead conveyor system, a coal unloading tower, a cribhouse, and a concrete chimney, and to dredge two barge berths.
4. State of Illinois Department of Mines and Minerals Division of Oil and Gas Authority to Drill a Water Well No. 27680 dated February 19, 1974.
5. State of Illinois Department of Mines and Minerals Division of Oil and Gas Authority to Drill a Water Well No. 27681 dated February 19, 1974.
6. State of Illinois Department of Mines and Minerals Division of Oil and Gas Authority to Drill a Water Well No. 27682 dated February 19, 1974.
7. State of Illinois Department of Transportation Division of Water Resources Permit Number 17495. dated April 4, 1983 to install an intake structure and modify the existing dock wall along the west bank of the Sanitary & Ship Canal in the Western 1/2 of Section 2, Township 36 North, Range 10 East of the 3rd Principal Meridian in Will County.

Environmental Permits

8. NPDES Permit 4 11L0002208. Permit Expires 4/30/00.
9. Sewage Sludge Land Application Permit # 1996-SC-0123. Permit Expires 2/28/01.
10. Corps of Engineers Dredging Permit # 199200449. Permit Expires 12/1/03.
11. Conditions regarding endangered species issues were imposed in connection with Corps of Engineers Wetlands Permit # 199600211. While the actions authorized by the Permit have been completed, the conditions relating to endangered species remain in full force and effect.
12. Will County Station is subject to adjusted thermal standards set forth in Illinois Pollution Control Board Order No. AS96-10, dated 3/10/96. The Order also requires that ComEd conduct further investigations regarding the impacts of thermal discharges on the receiving stream. The Illinois Pollution Control Board may need to authorize transfer of the adjusted standards to a new owner.
13. Waste Generator Identification Numbers: Will County USEPA ID # ILD 000 665 455; IEPA ID # 197 09050 01.
14. Will County Unit 1 Air Operating Permit # 73030970. Permit Expires 07/03/98 or until Title V permit is issued.
15. Will County Unit 2 Air Operating Permit # 73030971. Permit Expires 07/03/98 or until Title V permit is issued.
16. Will County Unit 3 Air Operating Permit # 73030972. Permit Expires 07/03/98 or until Title V permit is issued.

Will County Fossil Fuel Generating Station

17. Will County Unit 4 Air Operating Permit # 73030973. Permit Expires 07/03/98 or until Title V permit is issued.
18. Will County Station General Operating Permit # 73030969. Permit Expires 07/28/98 or until Title V permit is issued.
19. Will County Phase II Acid Rain Permit # 884. Permit Expires 12/31/04.
20. Will County 3 & 4 Phase I NOx Early Election Permit # 884. Permit Expires 12/31/07.
21. Will County Phase II NOx Permit # 884. Permit Expires 12/31/04.
22. Will County Station Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.
23. Open Burning Permit [for fire fighting training] # B 9807042, ID 197816. Permit issued- 07/22/98. Permit expires - 9/30/99.
24. Construction / Operating Permit # 1977-ED-346.3 for Wastewater Treatment Plant.
25. Construction / Operating Permit # 1977-FO-3461 for Sewage Treatment.
26. Army Corps of Engineers Nationwide Permit #199400753 for installation of buoys.
27. EEPA Test Bum MGP Permit #95090255.
28. IEPA Car Dumper / Coal Handling System Construction Permit #95110082.
29. State of Illinois Department of Transportation Division of Water Resources Permit Number 17495 dated April 4, 1983 to install an intake structure and modify the existing dock wall along the west bank of the Sanitary & Ship Canal in the Western 1/2 of Section 2, Township 36 North, Range 10 East of the 3rd Principal Meridian in Will County.

Boiler and Pressure Vessel Permits

30. SAN WTR Head TK (MIDC UPV Type 1) with Jurisdictional No. ILU122855 located in: Conveyor LVL. Inspection date 3/17/98, Certificate Expiration Date 10/27/99.
31. HWS #3 (Coil WTR HTR) with Jurisdictional No. ILU122829 located in: Switchboard. Inspection date 3/17/98, Certificate Expiration Date 10/27/99.
32. 1 Evaporator (Heat Excngn NOC) with Jurisdictional No. ILU122860 located in: Unit 1. Inspection date 3/17/98, Certificate Expiration Date 3/17/01.
33. 1-A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121990 located in: Unit 1. Inspection date 3/17/98, Certificate Expiration Date 3/17/01.
34. 1-B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121991 located in: Unit 1. Inspection date 3/17/98, Certificate Expiration Date 3/17/01.
35. 1-C FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121992 located in: Unit 1. Inspection date 3/17/98, Certificate Expiration Date 3/17/01.
36. I-D FW HTR (Deareating TK) with Jurisdictional No. ILU121993 located in: Unit 1. Inspection date 3/17/98, Certificate Expiration Date 3/17/01. .
37. 1-E FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121994 located in: Unit 1. Inspection date 11/17/98, Certificate Expiration Date 3/17/01.
38. 1-F FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121995 located in: Unit 1. Inspection date 11/1 7/98, Certificate Expiration Date 3/17/01.
39. Ash Removal Air TK (Air Tank) with Jurisdictional No. ILU247624 located in: Unit 1. Inspection date 6/29/98, Certificate Expiration Date 6/29/01.
40. Boiler #1 (WT BLR) with Jurisdictional No. ILB6614 located in: Unit 1. Inspection date 5/5/98, Certificate Expiration Date 5/5/99.

Will County Fossil Fuel Generating Station

41. SB Air REC #1 (Air Tank) with Jurisdictional No. ILU121961 located in: Unit 1. Inspection date 11/17/98, Certificate Expiration Date 3/17/01.
42. SB Air REC #2 (Air Tank) with Jurisdictional No. ILU121962 located in: Unit 1. Inspection date 11/17/98, Certificate Expiration Date 3/17/01.
43. #1 Instrument Air (Air Tank) with Jurisdictional No. ILU121964 located in: Unit 2. Inspection date 3/17/98, Certificate Expiration Date 3/26/99.
44. #2 Instrument Air (Air Tank) with Jurisdictional No. ILU121965 located in: Unit 2. Inspection date 3/17/98, Certificate Expiration Date 3/26/99.
45. 1 Station Air (Air Tank) with Jurisdictional No. ILU121967 located in: Unit 2. Inspection date 3/17/98, Certificate Expiration Date 3/26/99.
46. 2 Evaporator (Heat Excngn NOC) with Jurisdictional No. ILU122866 located in: Unit 2. Inspection date 3/17/98, Certificate Expiration Date 3/26/99.
47. 2 Station Air (Air Tank) with Jurisdictional No. ILU121966 located in: Unit 2. Inspection date 3/17/98, Certificate Expiration Date 10/27/99.
48. 2-A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121984 located in: Unit 2. Inspection date 11/17/98, Certificate Expiration Date 11/17/01.
49. 2-B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121985 located in: Unit 2. Inspection date 11/17/98, Certificate Expiration Date 11/17/01.
50. 2-C FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121986 located in: Unit 2. Inspection date 11/17/98, Certificate Expiration Date 1/17/01.
51. 2-D FW HTR (Deareating TK) with Jurisdictional No. ILU121987 located in: Unit 2. Inspection date 11/17/98, Certificate Expiration Date 11/17/01.
52. 2-E FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121988 located in: Unit 2. Inspection date 11/17/98, Certificate Expiration Date 11/17/01.
53. 2-F FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121989 located in: Unit 2. Inspection date 11/17/98, Certificate Expiration Date 11/17/01.
54. Boiler #2 (WBLR) with Jurisdictional No. ILB6600 located in: Unit 2. Inspection date 2/9/98, Certificate Expiration Date 2/9/99.
55. #3 Station Air (Air Tank) with Jurisdictional No. ILU121969 located in: Unit 3. Inspection date 3/17/98, Certificate Expiration Date 3/15/99.
56. #4 Instrument Air (Air Tank) with Jurisdictional No. ILU121970 located in: Unit 3. Inspection date 11/17/98, Certificate Expiration Date 11/17/01.
57. #5 Instrument Air (Air Tank) with Jurisdictional No. ILU121971 located in: Unit 3. Inspection date 3/17/98, Certificate, Expiration Date 3/26/99.
58. 3 Cond Flash TK (Blowdown TK) with Jurisdictional No. ILU121980 located in: Unit 3. Inspection date 3/17/98, Certificate Expiration Date 3/26/99.
59. 3 Evaporator (Heat Excngn NOC) with Jurisdictional No. ILU122882 located in: Unit 3. Inspection date 3/17/98, Certificate Expiration Date 4/26/99.
60. 3-B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122873 located in: Unit 3. Inspection date 3/17/98, Certificate Expiration Date 3/26/99.
61. 3-C FW HTR (Deareating TK) with Jurisdictional No. ILU122870 located in: Unit 3. Inspection date 3/17/98, Certificate Expiration Date 4/26/99.
62. 3-D FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122874 located in: Unit 3.

Will County Fossil Fuel Generating Station

- Inspection date 3/17/98, Certificate Expiration Date 3/26/99.
63. 3-D HTR Drain TK (Blowdown TK) with Jurisdictional No. ILU122000 located in: Unit 3
Inspection date 3/17/98, Certificate Expiration Date 3/17/01.
64. 3-E FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122875 located in: Unit 3.
Inspection date 3/17/98, Certificate Expiration Date 3/26/99.
65. 3-F EAST FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122876 located in: Unit 3.
Inspection date 3/17/98, Certificate Expiration Date 3/15/99.
66. 3-F WEST FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122877 located in: Unit 3.
Inspection date 3/17/98, Certificate Expiration Date 3/15/99.
67. 3-G EAST FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122878 located in: Unit 3.
Inspection date 3/17/98, Certificate Expiration Date 3/15/99.
68. 3-G WEST FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU 122879 located in: Unit 3.
Inspection date 3/17/98, Certificate Expiration Date 3/15/99.
69. Boiler #3 (WT BLR) with Jurisdictional No. ILB31537 located in: Unit 3. Inspection date
5/11/98, Certificate Expiration Date 5/11/99.
70. SB Air Rec #3 (Air Tank) with Jurisdictional No. ILU121963 located in: Unit Inspection date
3/17/98, Certificate Expiration Date 3/26/99.
71. SB Air Rec #4 (Air Tank) with Jurisdictional No. ILU121968 located in: Unit 3. Inspection date
3/17/98, Certificate Expiration Date 3/26/99.
72. 4 A Station Air (Air Tank) with Jurisdictional No. ILU121973 located in: Unit 4. Inspection date
11/17/98, Certificate Expiration Date 11/17/01.
73. 4 B Station Air (Air Tank) with Jurisdictional No. ILU121974 located in: Unit 4. Inspection date
11/17/98, Certificate Expiration Date 11/17/01.
74. 4-C FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122896 located in: Unit 4.
Inspection date 3/17/98, Certificate Expiration Date 3/26/99.
75. 4-D FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122897 located in: Unit 4.
Inspection date 3/17/98, Certificate Expiration Date 2/19/99.
76. 4-E FW HTR (Deareating TK) with Jurisdictional No. ILU122891 located in: Unit 4. Inspection
date 3/17/98, Certificate Expiration Date 2/4/00.
77. 4-F lower FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122899 located in: Unit 4.
Inspection date 3/17/98, Certificate Expiration Date 2/15/99.
78. 4-F Upper FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122898 located in: Unit 4.
Inspection date 3/17/98, Certificate Expiration Date 2/15/99.
79. 4-G Lower FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122901 located in: Unit 4.
Inspection date 3/17/98, Certificate Expiration Date 2/19/99.
80. 4-G Upper FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122900 located in: Unit 4.
Inspection date 3/17/98, Certificate Expiration Date 2/15/99.
81. 4-H Lower FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122903 located in: Unit 4.
Inspection date 3/17/98, Certificate Expiration Date 2/19/99.
82. 4-H Upper FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU122902 located in: Unit 4.
Inspection date 3/17/98, Certificate Expiration Date 2/19/99.
83. 4A LLE HX (Heat Excngn NOC) with Jurisdictional No. ILU122887 located in: Unit 4.
Inspection date 3/17/98, Certificate Expiration Date 4/26/99.

Will County Fossil Fuel Generating Station

84. 4B LLE HX (Heat Excngn NOC) with Jurisdictional No. ILU122888 located in: Unit 4. Inspection date 3/17/98, Certificate Expiration Date 4/26/99.
85. 4C LLE HX (Heat Excngn NOC) with Jurisdictional No. ILU122889 located in: Unit 4. Inspection date 3/17/98, Certificate Expiration Date 4/26/99.
86. 4D LLE HX (Heat Excngn NOC) with Jurisdictional No. ILU122890 located in: Unit 4. Inspection date 3/17/98, Certificate Expiration Date 4/26/99.
87. Boiler #4 (WT BLR) with Jurisdictional No. ILB51073 located in: Unit 4. Inspection date 3/17/98, Certificate Expiration Date 3/17/99.
88. Control Air (Air Tank) with Jurisdictional No. ILU121972 located in: Unit 4. Inspection date 3/17/98, Certificate Expiration Date 3/17/01.
89. SB 8 Interclr 1 (Air Intercooler with Jurisdictional No. ILU121978 located in: Unit 4. Inspection date 11/17/98, Certificate Expiration Date 3/17/01.
90. SB 8 Interclr 2 (Air Intercooler) with Jurisdictional No. ILU121979 located in: Unit 4. Inspection date 11/17/98, Certificate Expiration Date 3/17/01.
91. SB 8 Interclr 3 (Air Intercooler) with Jurisdictional No. ILU121976 located in: Unit 4. Inspection date 3/17/98, Certificate Expiration Date 3/17/01.
92. SB 8 Interclr 4 (Air Intercooler) with Jurisdictional No. ILU121977 located in: Unit 4. Inspection date 3/17/98, Certificate Expiration Date 3/17/01.
93. SB Air Rec #8 (Air Tank) with Jurisdictional No. ILU121975 located in: Unit 4. Inspection date 11/17/98, Certificate Expiration Date 3/17/01.

Calumet Peaking Site

SCHEDULE 2.1 (c)

Permits

*To the extent that any item listed on this schedule relates to ComEd's transmission
or
distribution systems or the real estate being retained by ComEd, only the portion that
does not
relate to such systems or real estate will be transferred to Purchaser*

Real Estate Permits

1. Permit, dated January 22, 1976, and recorded as Document 23383032, granted by the Department of the Army to Commonwealth Edison Company, Application # 1007505 (to place riprap on the bank of the Calumet River).

Environmental Permits

2. Waste Generator Identification Numbers: USEPA ID # ILD981 000 565; IEPA ID #031 60058 24.
- 3.
4. Air Operating Permit # 73030802. Permit Expires 03/12/97 or until Title V permit is issued.
- 5.
6. Title V Air Operating Permit. Status: Pending. submitted 09/06/95.

Joliet Fossil Fuel Generating Station

SCHEDULE 2.1(c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Real Estate Permits

1. Permit No. 1962-F187 issued by State of Illinois Sanitary Water Board. (Joliet #29)
2. Will County Zoning Department Zoning Permit dated July 11, 1962. (Joliet #29)
3. U.S. Army Corps.of Engineers permit dated April 30, 1962. (Joliet #29)
4. Permit No. 9807 issued by Department of Public Works and Buildings, Division of Waterways. (Joliet #29)
5. Permit No. 1-17563 -F issued by Department of Public Works and Buildings, Division of Highways. (Joliet #29)
6. Permit issued to the Will County Construction Company by the Department of Purchasers and Construction of the State of Illinois dated January 26, 1931. (Joliet #29)
7. Permit No. 7773 issued by the Department of Public Works and Buildings, Division of Waterways. (Joliet #9)
8. U.S.Army Corps.of Engineers Permit dated November 26, 1954. (Joliet #9)
9. U.S.Army Corps.of Engineers Permit dated May 29, 1957. (Joliet #9)
10. Permit No. 8518 issued by the Department of Public Works and Buildings, Division of Waterways. (Joliet #9)
11. Permit No. 1957-450 issued by the State of Illinois Sanitary Water Board. (Joliet #9)
12. Private Aid to Navigation Application dated November 18, 1957. (Joliet #9)
13. U.S.Army Corps.of Engineers Permit dated September 22, 1958. (Joliet #9)
14. Permit No. 8839 issued by Department of Public Works and Buildings, Division of Waterways. (Joliet #9)
15. U.S. Army Corps.of Engineers Permit dated March 26, 1963. (Joliet #9)
16. Department of the Army Dredging Permit dated August 17, 1978
17. Department of the Army Permit NCWOD-S dated March 26, 1963

Environmental Permits

18. NPDESPermit#IL0002216. Permit Expires3/31/01. (Joliet#9)
19. Sewage Sludge Land Application Permit # 1997-SC-4903.Permitted Expires 10/31/02 (Joliet #9)
20. Corps of Engineers Dredging Permit # 199200438. Permit Expires 1/1/03. (Joliet #9)
21. Joliet Station (#9) is subject to adjusted thermal standards set forth in Illinois Pollution Control Board Order No.AS96-10 dated 3/10/96. The Order also requires that ComEd conduct further investigations regarding the impacts of thermal discharges on the receiving stream. The Illinois Pollution Control board may need to authorize transfer of the adjusted standards to a new owner.
22. NPDES Permit # IL0064254. Permit Expires 11/30/00. (Joliet #29)
23. Sewage Sludge Land Application Permit # 1997-SC-4800. Permit Expires 10/31/02. (Joliet #29)
24. Joliet Station (#29) is subject to adjusted thermal standards set forth in Illinois Pollution Control Board Order No.AS96-10 dated 3/10/96. The Order also requires that ComEd conduct further investigations regarding the impacts of thermal discharges on the receiving stream. The Illinois Pollution Control board may need to authorize transfer of the adjusted standards to a new owner.

Joliet Fossil Fuel Generating Station

25. Waste Generator Identification Numbers: Joliet 29 USEPA ID # ILD 000 803 650; IEPA ID # 197 04550 41; Joliet 9 USEPA ID # ILD 980 999 387. IEPA ID # 197 04550 17.
26. The Joliet/Lincoln Quarry Ash Landfill is operating under IEPA Operating Permit #IL1 97809001 (and various supplements) as a monofil. ComEd's application for significant modification of the Operating Permit was filed with IEPA on May 3, 1994. This application is still pending.
27. The Joliet/Lincoln Quarry Landfill is subject to the adjusted landfill standards set forth in the Illinois Pollution Control Board Order No.AS96-9, dated August 15, 1996. The Illinois Pollution Control Board may need to authorize transfer of the adjusted standards to a new owner.
28. Joliet Unit 6 Air Operating Permit # 73030837 . Permit Expires 02/17/98 or until Title V permit is issued.
29. Joliet Unit 7 Air Operating Permit # 73030838. Permit Expires 12/31/98 or until Title V permit is issued.
30. Joliet 8 Air Operating Permit # 73030839. Permit Expires 12/31/98 or until Title V permit is issued.
31. Joliet 6 Combustion Turbine (Peaker) Permit # 7303841. Permit Expires 11/13/97 or until Title V permit is issued.
32. Joliet 6 Diesel Generators Permit # 73030840. Permit Expires 06/12/96 or until Title V permit is issued.
33. Joliet Station 9 General Operating Permit # 73030834. Permit Expires 12/31/98 or until Title V permit is issued.
34. Joliet Station 29 General Operating Permit # 73030835. Permit Expires 12/31/98 or until Title V permit is issued.
35. Joliet 9 Phase I Acid Rain Permit # 874. Permit Expires 12/31/99.
36. Joliet 9 Phase II Acid Rain Permit # 874. Permit Expires 12/31/2004.
37. Joliet 9 NOx Phase II Permit # 874. Permit Expires 12/31/04.
38. Joliet 29 Phase II Acid Rain Permit # 384. Permit Expires 12/31/2004.
39. Joliet 29 NOx Phase III Permit # 384. Permit Expires 12/31/04.
40. Joliet Station Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.
41. Open Burning Permit for fire fighting training # B 9807042, ID 197816. Permit issued 07/22/98. Permit expires - 9/30/99
42. Construction / Operating Permit # 1977-ED-346.3 for Wastewater Treatment Plant.
43. Maintenance Dredging Permit #199200438.
44. Oil Fired Space Heater Permit #91110018.
45. Controlled Mixing Nox Reduction Construction Permit #95110101.

Joliet Fossil Fuel Generating Station

- 46.
- 47. Construction / Operating Permit #1974-FB-915-OP for Sewage Treatment Plant.
- 48. USEPA ID#ILD980999387.
- 49. IEPA ID#1970455017.
- 50. Construction / Operating Permit # 1974-ED- 1111 -OP for Wastewater Treatment Plant.
- 51. Construction / Operating Permit #1977-FO-3459 for Sewage Treatment Plant.
- 52. USEPA ID#ILD000803650.
- 53. IEPA ID#1970455041.

Boiler and Pressure Vessel Permits

- 53. HWS-1 (Hot Water Storage Tank) with Jurisdictional No. ILU124273 located in the Chem Lab. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 54. HWS-2 (Electric Hot Water) with Jurisdictional No. ILB39926 located in the Maint Shop. Inspection Date 3/19/98, Certificate Expiration Date 3/9/00.
- 55. Station Air 8 (Air Tank) with Jurisdictional No. ILU121089 located in the Grade Flr E. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 56. Soot Blowing Air (Air Tank) with Jurisdictional No. ILU121093 located in the Grade Flr W. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 57. Station Air 7 (Air Tank) with Jurisdictional No. ILU121092 located in the Grade Flr W. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 58. Silo Unloading Air (Air Tank) with Jurisdictional No. ILU201262 located in the Silo Unload. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 59. 7-C FW HTR (Heat ExcngR NOC) with Jurisdictional No. ILU121084 located in the UNIT 7. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 60. 7-D FW HTR (Heat ExcngR NOC) with Jurisdictional No. ILU121083 located in the UNIT 7. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 61. 7-E FW HTR (Deareating Tk) with Jurisdictional No. ILU121074 located in the UNIT 7. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 62. 71-F FW HTR (Heat ExcngR NOC) with Jurisdictional No. ILU242439 located in the UNIT 7. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 63. 71 -G FW HTR (Heat ExcngR NOC) with Jurisdictional No. ILU242440 located in the UNIT 7. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 64. 72-F FW HTR (Heat ExcngR NOC) with Jurisdictional No. ILU242441 located in the UNIT 7. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 65. 72-G FW HTR (Heat ExcngR NOC) with Jurisdictional No. ILU121075 located in the UNIT 7. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 66. Boiler 71 (WT BLR) with Jurisdictional No. ILB548 located in the UNIT 7. Inspection Date 3/19/98, Certificate Expiration Date 3/10/99.
- 67. Boiler 72 (WT BLR) with Jurisdictional No. ILB64918 located in the UNIT 7. Inspection Date 3/19/98, Certificate Expiration Date 3/10/99.
- 68. 8-C FW HTR (Heat ExcngR NOC),with Jurisdictional No. ILU242442 located in the Unit 8. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
- 69. 8-D FW HTR (Heat ExcngR NOC) with Jurisdictional No. ILU121088 located in the Unit 8. Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.

Joliet Fossil Fuel Generating Station

70. 8-E FW HTR (Deareating TK) with Jurisdictional No. ILU121073 located in the Unit 8.
Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
71. 81 -F FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU242443 located in the Unit 8.
Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
72. 81 -G FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121079 located in the Unit 8.
Inspection Date 3/19/98, Certificate Expiration Date 3/9/01.
73. 82-F FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU242444 located in the Unit 8.
Inspection Date 3/19/98, Certificate Expiration Date 9/9/01.
74. 82-G FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121082 located in the Unit 8.
Inspection Date 3/19/98, Certificate Expiration Date 9/9/01.
75. Boiler 81 (WT BLR) with Jurisdictional No. ILB65246 located in the UNIT 8. Inspection Date
3/19/98, Certificate Expiration Date 5/15/99.
76. Boiler 82 (WT BLR) with Jurisdictional No. ILB0549 located in the UNIT 8. Inspection Date
3/19/98, Certificate Expiration Date 5/15/99.
77. Station Air (Air Tank) with Jurisdictional No. ILU217685 located in the UNIT 5. Inspection Date
6/10/98, Certificate Expiration Date 6/10/01.
78. 6-A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121112 located in the Unit 6.
Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
79. 6-B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU247011 located in the Unit 6.
Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
80. 6-C FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU247012 located in the Unit 6.
Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
81. 6-D FW HTR (Deareating TK) with Jurisdictional No. ILU121103 located in the Unit 6.
Inspection Date 6/10/98, Certificate Expiration Date 2/26/00.
82. 6-E Lower FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU247010 located in the Unit
6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
83. 6-E Upper FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121104 located in the Unit
6. Inspection Date 6/10/98, Certificate Expiration Date 2/26/00.
84. 6-F Lower FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121109 located in the Unit
6. Inspection Date 6/10/98, Certificate Expiration Date 2/26/00.
85. 6-F Upper FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121105 located in the Unit
6. Inspection Date 6/10/98, Certificate Expiration Date 2/26/00.
86. 6-G Lower FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121108 located in the Unit
6. Inspection Date 6/10/98, Certificate Expiration Date 2/26/00.
87. 6-G Upper FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121106 located in the Unit
6. Inspection Date 6/10/98, Certificate Expiration Date 2/26/00.
88. 6B SBAC Moist Seper (Air Seperator) with Jurisdictional No. ILU247017 located in the Unit 6.
Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
89. 6B SBAC Snubber (Air Separator) with Jurisdictional No. ILU247015 located in the Unit 6.
Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
90. 6C SBAC Moist Seper (Air Seperator) with Jurisdictional No. ILU247623 located in the Unit 6.
Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.

Joliet Fossil Fuel Generating Station

- 91.
92. 6C SBAC Snubber (Air Separator) with Jurisdictional No. ILU247016 located in the Unit 6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
93. Boiler #5 (WT BLR) with Jurisdictional No. ILB32397 located in the Unit 6. Inspection Date 2/10/98, Certificate Expiration Date 2/10/99.
94. Control Air (Air Tank) with Jurisdictional No. ILU121119 located in the Unit 6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
95. Electric Boiler (Electric STM GEN) with Jurisdictional No. ILB19272 located in the Unit 6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/99.
96. HWS Tank East (Coil WTR HTR) with Jurisdictional No. ILU247014 located in the Unit 6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
97. HWS Tank West (Coil WTR HTR) with Jurisdictional No. ILU247013 located in the Unit 6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
98. SB Air REC North (Air Tank) with Jurisdictional No. ILU121117 located in the Unit 6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
99. SB Air REC South (Air Tank) with Jurisdictional No. ILU121118 located in the Unit 6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
100. Station Air East (Air Tank) with Jurisdictional No. ILU121120 located in the Unit 6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.
101. Station Air West (Air Tank) with Jurisdictional No. ILU121121 located in the Unit 6. Inspection Date 6/10/98, Certificate Expiration Date 6/10/01.

Powerton Fossil Fuel Generating Station

SCHEDULE 2.1 (c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Real Estate Permits

1. Permit, dated January 5, 1971, made by Chicago & Illinois Midland Railway Company in favor of ComEd, as amended by that certain Permit Supplement dated September 18, 1973.

Environmental Permits

2. NPDES Permit # IL002232. Permit Expires 1/1/00.
3. Corps of Engineers Dredging Permit # S-262040. Permit Expires 12/31/01.
4. Cooling Lake Dam Operation and Maintenance Permit # 18148.
5. A 316(b) demonstration was not required per a letter from the Illinois EPA dated 5/29/75. A 316(a) variance was not required since this facility employs closed-cycle condenser cooling.
6. Waste Generator Identification Numbers: Powerton USEPA ID # ILD 980 999 387; IEPA ID # 179 80100 02.
7. Powerton Unit 5 Air Operating Permit # 7608033. Permit Expires 07/31/99 or until Title V permit is issued.
8. Powerton 6 Air Operating Permit # 82120068. Permit Expires 01/31/98 or until Title V permit is issued.
9. Powerton General Operating Permit # 73030820. Permit Expires 07/31/96 or until Title V permit is issued.
10. Powerton Phase II Acid Rain Permit # 879. Permit Expires 12/31/04.
11. Powerton NOx Phase II Permit # 879. Permit expires 12/31/04.
12. Powerton Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.
13. Open Burning Permit [for fire fighting training] # B 9807042, ID 197816. Permit date issued - 07/22/98. Permit date expires - 9/30/99.
14. Operating Fugitive Sources Permit #99990545 (Pending).
- 15.

16. Boiler and Pressure Vessel Permits

17. #5 DA with Jurisdictional No. ILU0121872 located in: UNIT 5. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
18. ILU0121879 with Jurisdictional No. ILU0121879 located in: 51 Air RCVR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
19. 4TH FLR W HVAC with Jurisdictional No. ILU0145129 located in: 4TH FLR HVAC. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
20. 5 CO2 TNK with Jurisdictional No. ILU0125233 located in: UNIT 5. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.

Powerton Fossil Fuel Generating Station

- 21.
22. 51 Flash Tank with Jurisdictional No. ILU0121870 located in: 51 Flash TK. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
23. 51 HTG SYS with Jurisdictional No. ILU0145109 located in: Bldg # T-51. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
24. 51 N FWH with Jurisdictional No. ILU0145105 located in: FW HTR-51N. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
25. 51 S FWH with Jurisdictional No. ILU0145106 located in: FW HTR-51S. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
26. 52 Htr Bldg with Jurisdictional No. ILU0145108 located in: Bldg HT-52. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
27. 52 A/R with Jurisdictional No. ILU0125226 located in: 52 A/R. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
28. 52 Flash Tank with Jurisdictional No. ILU0121871 located in: 52 Flash TK. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
29. 52E LPHTR with Jurisdictional No. ILU0198386 located in: Unit 5 LPHTR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
30. 52W LPHTR with Jurisdictional No. ILU0198385 located in: Unit 5 LPHTR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
31. 53 A/R with Jurisdictional No. ILU0125227 located in: Cont Air. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
32. 53 LPHTR with Jurisdictional No. ILU0198384 located in: Unit 5 LPHTR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
33. 55 N FWH with Jurisdictional No. ILU0236802 located in: 55N. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
34. 55 S FWH with Jurisdictional No. ILU0236801 located in: 55S. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
35. 56 N FWH with Jurisdictional No. ILU0236804 located in: 56N. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
36. 56 S FWH with Jurisdictional No. ILU0236803 located in: 56S. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
37. 57 N FVM with Jurisdictional No. ILU0236806 located in: 57N. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
38. 57 S FWH with Jurisdictional No. ILU0236805 located in: 57S. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
39. 6 CO2 TNK with Jurisdictional No. ILU0125251 located in: UNIT 6. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
40. 61 A/R with Jurisdictional No. ILU0125244 located in: 61 STA AR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
41. 61 Flash Tank with Jurisdictional No. ILU0125234 located in: 61 Flash TK. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
42. 61 N FWH with Jurisdictional No. ILU0145103 located in: FW HTR 61N. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.

Powerton Fossil Fuel Generating Station

- 43.
44. 61 S FWH with Jurisdictional No. ILU0145104 located in: FW HTR 61S. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
45. 62 A/R with Jurisdictional No. ILU0125245 located in: 62 STA AIR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
46. 62 Flash Tank with Jurisdictional No. ILU0125235 located in: 62 Flash TK. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
47. 62 HTEXCH with Jurisdictional No. ILU0145111 located in: Bldg HT 62. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
48. 62E LP HTR with Jurisdictional No. ILU0198388 located in: Unit6 LPHTR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
49. 62W LP HTR with Jurisdictional No. ILU0198389 located in: Unit6 LPHTR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
50. 63 LP HTR with Jurisdictional No. ILU0198387 located in: Unit6 LPHTR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
51. 64 DC Heater with Jurisdictional No. ILU0121636 located in: Unit 6. Inspection date 4/4/96, Certificate Expiration Date 5/22/00.
52. 65 N FWH with Jurisdictional No. ILU0236808 located in: 65N. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
53. 65 S FWH with Jurisdictional No. ILU0236807 located in: 65S. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
54. 66 N FWH with Jurisdictional No. ILU0236810 located in: 66N. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
55. 66 S FWH with Jurisdictional No. ILU0236809 located in: 66S. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
56. 67 N FWH with Jurisdictional No. ILU0236812 located in: 67N. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
57. 67 S FWH with Jurisdictional No. ILU0236811 located in: 67S. Inspection date 4/28/98, Certificate Expiration Date 4/28/01.
58. AUX BLR with Jurisdictional No. ILB0075099 located in: AUX BLR. Inspection date 5/22/97, Certificate Expiration Date 5/22/98.
59. Bldg HTG 61 with Jurisdictional No. ILU0145110 located in: Bldg HT 61. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
60. BLR 51 with Jurisdictional No. ILB0075393 located in: BLR 51. Inspection date 4/28/99, Certificate Expiration Date 4/28/99.
61. BLR 52 with Jurisdictional No. ILB0075394 located in: BLR 52. Inspection date 4/28/98, Certificate Expiration Date 4/28/99.
62. BLR 61 with Jurisdictional No. ILB0091716 located in: BLR 61. Inspection date 7/15/98, Certificate Expiration Date 5/22/99.
63. BLR 62 with Jurisdictional No. ILB0091717 located in: BLR 62. Inspection date 7/15/98, Certificate Expiration Date 5/22/99.
64. CR House BLR with Jurisdictional No. IL-BOO 19243 located in: Crusher HSE. Inspection date 8/22/96, Certificate Expiration Date 8/22/98.

Powerton Fossil Fuel Generating Station

- 65.
66. CR House BLR 2 with Jurisdictional No. ILBOO 19244 located in: Crusher HSE. Inspection date 7/15/98, Certificate Expiration Date 7/15/99.
67. Demin A/R with Jurisdictional No. ILU0145101 located in: NEW BLR. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
68. E AC Refrig with Jurisdictional No. ILU0 145128 located in: 4TH FLR HVAC. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
69. EL 518 Elect BLR with Jurisdictional No. ILB0093088 located in: ELV518. Inspection date 7/15/98, Certificate Expiration Date 7/15/99.
70. Elect Boiler with Jurisdictional No. ILB0055523 located in: DEMIN. Inspection date 7/15/98, Certificate Expiration Date 7/15/99.
71. Generator #5 with Jurisdictional No. located in: #5 Generator. Inspection date 7/15/98, Certificate Expiration Date .
72. Generator #6 with Jurisdictional No. located in: Generator 6. Inspection date 7/15/98, Certificate Expiration Date.
73. HTG SYS TANK with Jurisdictional No. ILU0145112 located in: PLT BSMT. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
74. Old Demin A/R with Jurisdictional No. ILU0145102 located in: PLT BSMT. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.
75. Turbine #5 with Jurisdictional No. located in: 5 Turbine. Inspection date 7/15/98, Certificate Expiration Date.
76. Turbine #6 with Jurisdictional No. located in: Turbine 6. Inspection date 7/15/98, Certificate Expiration Date.
77. WW Air Tank with Jurisdictional No. ILU0145100 located in: Waste Water. Inspection date 4/16/96, Certificate Expiration Date 4/16/99.

Collins Fossil Fuel Generating

Station

SCHEDULE 2.1 (c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Real Estate Permits

1. Department of the Army #3407325.
2. Department of the Army #3407316.

Environmental Permits I

3. NPDES Permit # IL0048143. Permit Expires 4/1/99 (application for permit renewal submitted to IEPA on 9/28/98).
4. Sewage Sludge Land Application Permit # 1996-SC-0124. Permit Expires 2/15/01.
5. Corps of Engineers Dredging Permit # CENR-OD-S-204308. Permit Expires 12/31/99
6. Dam Operation and Maintenance Permit # 18011.
7. The Illinois EPA approved the 316(b) Demonstration via letter dated 1/2/79. A 316(a) variance was not required since this facility employs closed-cycle condenser cooling.
8. The USEPA approved the Facility Response Plan (#FRP0500342) on 3/11/96. The USCG approved the FRP on (Control Number FRP-31) on 1/5/95. These approvals authorize the station to operate the bulk storage facilities and barge terminal pursuant to Section 311(j)(5) of the Clean Water Act.
9. Waste Generator Identification Numbers: Collins ILD USEPA ID # 000 665 497; IEPA ID # 063 06050 06.
10. Collins Units 1,2,3,4 & 5 Air New Source Performance Standard Operating Permit # 78060061. Permit Expires 07/10/99.
11. Collins Auxiliary Boiler Construction Permit # 97100036. Permit Expires 09/21/99.
12. Collins Phase I Acid Rain Permit # 6025. Permit Expires 12/31/99.
13. Collins Phase II Acid Rain Permit # 6025. Permit Expires 12/31/2004.
14. Collins Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.

Boiler and Pressure Vessel Permits

15. AUX Boiler A (WT BLR) with Jurisdictional No. ILB47136 located in: AUX BLR Area. Inspection Date 10/22/98, Certificate Expiration Date 10/22/99.
16. AUX Boiler B (WT BLR) with Jurisdictional No. ILB47143 located in: AUX BLR Area. Inspection Date 10/22/98, Certificate Expiration Date 10/22/99.
17. AUX DC Heater (Deareating TK) with Jurisdictional No. ILU247625 located in: AUX BLR Area. Inspection Date 11/9/98, Certificate Expiration Date 11/9/01.
18. RF-BLR Drain TK #1 (BLOWDOWN TK) with Jurisdictional No. ILU193498 located in: Behind Demin. Inspection Date 4/1/99, Certificate Expiration Date 11/15/99.
19. RE-BLR Drain TK #2 (BLOWDOWN TK) with Jurisdictional No. ILU193489 located in: Behind Demin. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.

Collins Fossil Fuel Generating

Station

- 20.
21. RE-BLR Drain TK #3 (BLOWDOWN TK) with Jurisdictional No. ILU193490 located in: Behind Demin. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
22. CO2 Tank (CO2 TK) with Jurisdictional No. ILU247008 located in: Cooling Pond. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
23. Demin Air Tank (Air Tank) with Jurisdictional No. ILU193481 located in: Demin Area. Inspection Date 4/1/98, Certificate Expiration Date 7/11/99.
24. Regen HW STG TK (Hot WTR STG TK) with Jurisdictional No. ILU201259 located in: Demin Area. Inspection Date 4/1/98, Certificate Expiration Date 2/6/00.
25. Elect S/G #I (Electric STM GEN) with Jurisdictional No. ILB 19235 located in: HVAC RM. Inspection Date 4/1/98, Certificate Expiration Date 4/1/00.
26. 1 A P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121168 located in: P & H Bldgs. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
27. 1B P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121169 located in: P & H Bldgs. Inspection Date 9/28/98, Certificate Expiration Date 2/12/00.
28. 2A P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121166 located in: P & H Bldgs. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
29. 2B P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121167 located in: P & H Bldgs. Inspection Date 9/28/98, Certificate Expiration Date 2/12/00.
30. 3A P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121164 located in: P & H Bldgs. Inspection Date 9/28/98, Certificate Expiration Date 2/12/00.
31. 3B P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121165 located in: P & H Bldgs. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
32. 4A P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121156 located in: P & H Bldgs. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
33. 4B P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121157 located in: P & H Bldgs. Inspection Date 4/30/98, Certificate Expiration Date 4/30/01.
34. 5A P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121154 located in: P & H Bldgs. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
35. 5B P&H Heater (Heat Excngn NOC) with Jurisdictional No. ILU121155 located in: P & H Bldgs. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
36. Re-boiler #1 (Heat Excngn NOC) with Jurisdictional No. ILU193491 located in: Re-boiler RM. Inspection Date 3/26/98, Certificate Expiration Date 11/15/99.
37. Re-boiler #2 (Heat Excngn NOC) with Jurisdictional No. ILU193492 located in: Re-boiler RM. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
38. Re-boiler #3 (Heat Excngn NOC) with Jurisdictional No. ILU193493 located in: Re-boiler RM. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
39. HWS #1 (Electric Hot WTR) with Jurisdictional No. ILB19238 located in: Store Room. Inspection Date 4/30/98, Certificate Expiration Date 4/30/00.
40. 1A Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121175 located in: Tank Farm. Inspection Date 4/1/98, Certificate- Expiration Date 2/27/00.
41. 1B Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121174 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 3/27/00.

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- 42.
- 43. 2A Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121170 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
- 44. 2B Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121171 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
- 45. 3A Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121176 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/27/00.
- 46. 3B Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121177 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/27/00.
- 47. 4A Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121172 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
- 48. 4B Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121173 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
- 49. Blow Down Tank (Blowdown TK) with Jurisdictional No. None Assigned located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date Inactive.
- 50. DA Tank (Deareating TK) with Jurisdictional No. ILU121184 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date Inactive.
- 51. E- 101 (Electric STM GEN) with Jurisdictional No. ILB19240 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date Inactive.
- 52. E-102 (Electric STM GEN) with Jurisdictional No. ILB19242 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date Inactive.
- 53. E- 103 (Electric STM GEN) with Jurisdictional No. ILB19241 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date Inactive.
- 54. E- 111 Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121183 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
- 55. E-112 Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121182 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
- 56. E-113 Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU242450 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
- 57. E-114 Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU245945 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
- 58. E-115 Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121180 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/27/00.
- 59. E-116 Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121181 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/27/00.
- 60. E-117 Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121179 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 2/12/00.
- 61. E-118 Oil Heater (Heat Excngn NOC) with Jurisdictional No. ILU121178 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 5115101.
- 62. Surge TK Oil HTR A (Heat Excngn NOC) with Jurisdictional No. ILU245996 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
- 63. Surge TK Oil HTR B (Heat Excngn NOC) with Jurisdictional No. ILU245997 located in: Tank Farm. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.

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- 64.
65. TK Farm Air Tank (Air Tank) with Jurisdictional No. ILU121185 located in: Tank Farm. Inspection Date 9/28/98, Certificate Expiration Date 2/12/00.
66. 1 Instrument Air (Air Tank) with Jurisdictional No. ILU193533 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 7/11/99.
67. 1 Station Air (Air Tank) with Jurisdictional No. ILU193 534 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 7/11/99.
68. 1-2 FW HTR (Heat Excngr NOC) with Jurisdictional No. ILU193537 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
69. 1-3 FW HTR (Heat Excngr NOC) with Jurisdictional No. ILU193536 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
70. 1-4 FW HTR (Heat EXCNGR NOC) with Jurisdictional No. ILU193535 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
71. 1-5 FW HTR (Deareating TK) with Jurisdictional No. ILU193524 located in: Unit 1. Inspection Date 3/3 1/98, Certificate Expiration Date 3/31/01.
72. 1-6A FW HTR (Heat Excngr NOC) with Jurisdictional No. ILU193520 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
73. 1-6B FW HTR (Heat Excngr NOC) with Jurisdictional No. ILU 1 93 5 21 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
74. 1-7A FW HTR (Heat Excngr NOC) with Jurisdictional No. ILU193522 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
75. 1-7B FW HTR (Heat Excngr NOC) with Jurisdictional No. ILU193523 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
76. BLK VLV Air Tank #1 (Air Tank) with Jurisdictional No. ILU245998 located in: Unit 1. Inspection Date 4/30/98, Certificate Expiration Date 4/30/01.
77. Boiler #1 (WT BLR) with Jurisdictional No. ILB26987 located in: Unit 1. Inspection Date 4/30/98, Certificate Expiration Date 4/30/99.
78. CO2 Tank #1 (CO2 TK) with Jurisdictional No. ILU247003 located in: Unit 1. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
79. GEN CKT BKR #1 (Air Tank) with Jurisdictional No. ILU201314 located in: Unit 1. Inspection Date 9/28/98, Certificate Expiration Date 9/28/01.
80. 2 Instrument Air (Air Tank) with Jurisdictional No. ILU123529 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 7/11/99.
81. 2 Station Air (Air Tank) with Jurisdictional No. ILU193530 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 7/11/99.
82. 2-2 FW HTR (Heat Excngr NOC) with Jurisdictional No. ILU120851 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
83. 2-3 FW HTR (Heat Excngr NOC) with Jurisdictional No. ILU120852 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
84. 2-4 FW HTR (Heat Excngr NOC) with Jurisdictional No. ILU193540 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
85. 2-5 FW HTR (Deareating TK) with Jurisdictional No. ILU193525 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 3/31/01.

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- 86.
87. 2-6A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193516 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
88. 2-6B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193517 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
89. 2-7A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193518 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
90. 2-7B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193519 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
91. BLK VLV Air Tank #2 (Air Tank) with Jurisdictional No. ILU245999 located in: Unit 2. Inspection Date 4/30/98, Certificate Expiration Date 4/30/01.
92. Boiler #2 (WT BLR) with Jurisdictional No. ILB91872 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 4/1/99.
93. CO2 Tank #2 (CO2 TK) with Jurisdictional No. ILU247004 located in: Unit 2. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
94. GEN CKT BKR #2 (Air Tank) with Jurisdictional No. ILU201315 located in: Unit 2. Inspection Date 9/28/98, Certificate Expiration Date 9/28/01.
95. 3 Instrument Air (Air Tank) with Jurisdictional No. ILU19507 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 7/11/99.
96. 3 Station Air -1 (Air Tank) with Jurisdictional No. ILU193508 located in: Unit 3. Inspection Date 3/26/98, Certificate Expiration Date 7/11/99.
97. 3 Station AIR -2 (Air Tank) with Jurisdictional No. ILU193509 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 7/11/99.
98. 3-2 FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU187384 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 2/6/00.
99. 3-3 FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193442 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
100. 3-4 FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193510 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
101. 3-5 FW HTR (Deareating TK) with Jurisdictional No. ILU193526 located in: Unit 3. Inspection Date 9/28/98, Certificate Expiration Date 9/28/01.
102. 3-6A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193512 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 10/2/99.
103. 3-6B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193513 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
104. 3-7A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193514 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
105. 3-7B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU193515 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
106. BLK VLV Air Tank #3 (Air Tank) with Jurisdictional No. ILU247000 located in: Unit 3. Inspection Date 4/30/98, Certificate Expiration Date 4/30/01.
107. Boiler #3 (WT BLR) with Jurisdictional No. ILB91857 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 4/1/99.

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- 108.
- 109. C02 Tank #3 (CO2 TK) with Jurisdictional No. ILU247005 located in: Unit 3. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
- 110. GEN CKT BKR #3 (Air Tank) with Jurisdictional No. ILU201316 located in: Unit 3. Inspection Date 9/28/98, Certificate Expiration Date 9/28/01.
- 111. 4 Instrument Air (Air Tank) with Jurisdictional No. ILU120856 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 10/9/99.
- 112. 4 Station Air (Air Tank) with Jurisdictional No. ILU120855 located in: Unit 4. Inspection Date 3/31/98, Certificate Expiration Date 3/31/01.
- 113. 4-2 FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU120867 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
- 114. 4-3 FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU120868 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
- 115. 4-4 FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU120869 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
- 116. 4-5 FW HTR (Deaerating TK) with Jurisdictional No. ILU121162 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 3/31/01.
- 117. 4-6A FW HTR (HEAT Excngn NOC) with Jurisdictional No. ILU120875 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 3/31/01.
- 118. 4-6B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121151 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
- 119. 4-7A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121158 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 3/31/01.
- 120. 4-7B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121159 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 2/6/00.
- 121. BLK VLV Air Tank #4 (Air Tank) with Jurisdictional No. ILU247001 located in: Unit 4. Inspection Date 4/30/98, Certificate Expiration Date 4/30/01.
- 122. Boiler # 4 (WTBLR) with Jurisdictional No. ILB1085 located in: Unit 4. Inspection Date 9/28/98, Certificate Expiration Date 9/28/99.
- 123. C02 Tank #4 (CO2 TK) with Jurisdictional No. ILU247006 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
- 124. GEN CKT BKR #4 (Air Tank) with Jurisdictional No. ILU201317 located in: Unit 4. Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
- 125. 5 Instrument Air (Air Tank) with Jurisdictional No. ILU120860 located in: Unit 5. Inspection Date 4/1/98, Certificate Expiration Date 7/11/99.
- 126. 5 Station Air (Air Tank) with Jurisdictional No. ILU120859 located in: Unit 5. Inspection Date 3/26/98, Certificate Expiration Date 7/11/99.
- 127. 5-2 FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU120872 located in: Unit 5. Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
- 128. 5-3 FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU120873 located in: Unit 5. Inspection Date 4/1/98, Certificate, Expiration Date 11/15/99.
- 129. 5-4 FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU120874 located in: Unit 5. Inspection Date 4/1/98, Certificate Expiration Date 2/6/00.

Collins Fossil Fuel Generating

Station

130. 5-5 FW HTR (Deareating TK) with Jurisdictional No. ILU121163 located in: Unit 5.
Inspection Date 4/1/98, Certificate Expiration Date 3/3 1/0 1.
131. 5-6A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121152 located in: Unit 5.
Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
132. 5-6B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121153 located in: Unit 5.
Inspection Date 4/1/98, Certificate Expiration Date 2/6/99.
133. 5-7A FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121160 located in: Unit 5.
Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
134. 5-7B FW HTR (Heat Excngn NOC) with Jurisdictional No. ILU121161 located in: Unit 5.
Inspection Date 4/1/98, Certificate Expiration Date 11/15/99.
135. BLK VLV Air Tank #5 (Air Tank) with Jurisdictional No. ILU247002 located in: Unit 5.
Inspection Date 4/30/98, Certificate Expiration Date 4/30/01.
136. Boiler #5 (WT BLR) with Jurisdictional No. ILB 1086 located in: Unit 5. Inspection Date 1
1/9/98, Certificate Expiration Date 11/9/99.
137. CO2 Tank #5 (CO2 TK) with Jurisdictional No. ILU247007 located in: Unit 5. Inspection
Date 4/1/98, Certificate Expiration Date 4/1/01.
138. GEN CKT BKR #5 (Air Tank) with Jurisdictional No. ILU201318 located in: Unit 5.
Inspection Date 9/28/98, Certificate Expiration Date 9/28/01.
139. TR-3 A Phase (Air Tank) with Jurisdictional No. ILU108065 located in the 345 Yard.
Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
140. TR-3 B Phase (Air Tank) with Jurisdictional No. ILU108066 located in the 345 Yard.
Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.
141. TR-3 C Phase (Air Tank) with Jurisdictional No. ILU108067 located in the 345 Yard.
Inspection Date 4/1/98, Certificate Expiration Date 4/1/01.

Bloom Peaking Site

SCHEDULE 2.1(c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Environmental Permits

1. Waste Generator Identification Numbers: USEPA ID # ILD 980 261 267; IEPA ID # 031 04550 37.
- 2.
3. Air Operating Permit # 73030759. Permit expires 11/20/96 or until Title V permit is issued.
- 4.
5. Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.

Electric Junction Peaking Site

SCHEDULE 2.1(c)

Permits

To the event that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the position that does not relate to such systems or real estate will be transferred to Purchaser

Real Estate Permits

1. Permit dated August 6, 1958 from Sanitary Water Board to install and operate a recharge well to serve Electric Junction.
- 2.
3. Certificate of Compliance and occupancy Permit dated October 23, 1970 from DuPage County Building and Zoning Department.
- 4.
5. Excavation and/or Filling Permit Number F-77-2.

Environmental Permits

4. Waste Generator Identification Numbers: USEPA ID # ILD 113 992 150; IEPA D) 043 89950 01
- 5.
6. Air operating Permit # 73030747. Permit Expires 03/08/98 or until Title V permit is issued.
- 7.
8. Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.
- 9.

Lombard Peaking Site

SCHEDULE 2.1(c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Environmental Permits

1. Air Operating Permit # 73030746. Permit expires 06/02/98 or until Title V permit is issued.
- 2.
3. Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.
- 4.

SCHEDULE 2.1(c)

Permits

To the extent that any item listed on this schedule relates to ComEd's transmission or distribution systems or the real estate being retained by ComEd, only the portion that does not relate to such systems or real estate will be transferred to Purchaser

Real Estate Permits

1. None.

Environmental Permits

2. Waste Generator Identification Numbers: USEPA ID # ILD 042 847 681; IEPA ID #201 03051 96.
3. Air Operating Permit # 73030767. Permit Expires 05/02/99 or until Title V permit is issued.
4. Title V Air Operating Permit. Status: Pending. Submitted: 09/06/95.

Crawford Fossil Fuel Generating Station

SCHEDULE 3.1(d)

Consents

1. Contracts listed on Schedule 2.1 (e)(2).
2. Real Estate Permits listed on Schedule 2.1 (c).
3. 1995 Coal By-Products Agreement among LaFarge Corporation (AKA American Fly Ash company) and ComEd, dated as of December 31, 1994, as amended by (i) that certain First Amendment dated as of May 6, 1996, (ii) that certain Second Amendment dated as of February 28, 1997, and (iii) that certain Third Amendment dated August 31, 1998 (the third amendment requires this agreement to be assigned to and assumed by a purchaser of the station, however, prior written consent is nevertheless required to delegate any obligations according to the terms of the original agreement).
4. General Service Agreement for Fossil Engineering Services between Commonwealth Edison Company and Doyen and Associates dated November 1, 1997.
5. Consent of Chicago & Illinois Western Railroad under Agreement dated March 25, 1924 and License Letter dated February 23, 1945.

Fisk Fossil Fuel Generating Station

SCHEDULE 3.1 (d)
Consents

1. Contracts listed on Schedule 2.1(e)(2)
2. Real Estate Permits listed on Schedule 2.1(c).
3. 1995 Coal By-Products Agreement among LaFarge Corporation (AKA American Fly Ash Company) and ComEd, dated as of December 31, 1994, as amended by (i) that certain First Amendment dated as of May 6, 1996, (ii) that certain Second Amendment dated as of February 28, 1997, and (iii) that certain Third Amendment dated August 1, 1998 (the third amendment requires this agreement to be assigned to and assumed by a purchaser of the station, however, prior written consent is nevertheless required to delegate any obligations according to the terms of the original agreement).
4. General Service Agreement for Fossil Engineering Services between Commonwealth Edison Company and doyen and Associates dated November 1, 1997.
5. Consent to assignment of Letter of Permission, dated June 6, 1979 by Peoples Gas to ComEd consenting to ComEd's stockpiling of ash over an easement dated December 28, 1995 and recorded December 29, 1955 as document number 16456303 affecting Parcel 14.
6. Consent to assignment of Agreement, dated October 14, 1916 by and between Chicago, Burlington and Quincy RR for ComEd to construct and maintain across tracks in Parcel 13 a 2 inch lead water pipe.
7. Consent to assignment of Agreement, dated September 14, 1939 by and between Chicago, Burlington and Quincy RR for ComEd to construct and maintain water pipes underneath the tracks in Parcel 13.
8. Consent to assignment of Agreement, dated June 3, 1930 by and between Chicago, Burlington and Quincy RR for ComEd to construct and maintain an electrical line underneath the tracks at track D-259 in Parcel 13.
9. Consent to assignment of Agreement, dated August 12, 1937 by and between Chicago, Burlington and Quincy RR for ComEd to construct and maintain a gas pipe underneath the tracks 5 feet easterly from the east line of Carpenter Street and crossing under the Lumber District main tracks on the south side of Cermak Road in Parcel 13.
10. Consent to assignment of Agreement, dated October 8, 1937 by and between Chicago, Burlington and Quincy RR for ComEd to construct and maintain a 6 inch sewer pipe crossing under the tracks along the south side of Cermak Road 20 feet west of the easterly line of South May Street in Parcel 13 RR.

Fisk Fossil Fuel Generating Station

11. Consent to Amendment of Agreement dated August 24, 1942 by Burlington & Quincy Railroad Company to ComEd granting ComEd the right to construct, maintain and use a crossing and driveway over the Railroad's land at the Northeast entrance to the property allowing use of crossing and driveway by Purchaser and ComEd.

Waukegan Fossil Fuel Generating Station

SCHEDULE 3.1 (d)

Consents

1. Contracts listed on Schedule 2.1(e)(2).
2. Real Estate Permits listed on Schedule 2.1(c).
3. 1995 Coal By-Products Agreement among, LaFarge Corporation (AKA American Fly Ash Company) and ComEd, dated as of December 31, 1994, as amended by (i) that certain First Amendment dated as of May 6, 1996, (ii) that certain Second Amendment dated as of February 28, 1997, and (iii) that certain Third Amendment dated August 31, 1998 (the third amendment requires this agreement to be assigned to and assumed by a purchaser of the station, however, prior written consent is nevertheless required to delegate any obligations according to the terms of the original agreement).
4. General Service Agreement for Fossil Engineering Services between Commonwealth Edison Company and Doyen and Associates dated November 1, 1997.
5. License Agreement, dated January 8, 1979 and recorded in Lake County Recorder's Office on April 2, 1979 as Document No. 1986317, by and between Johns-Manville Sales Corporation and ComEd (employee parking lot license; expressly does not inure to successors and assigns).

Will County Fossil Fuel Generating Station

SCHEDULE 3.1 (d)

Consents

1. Spur Track Agreement dated September 1, 1997 by and among Elgin, Joliet and Eastern Railway Company, Material Service Corporation and ComEd requires consent for assignment.
2. Contracts listed on Schedule 2.1(e)(2).
3. Real Estate Permits listed on Schedule 2.1(c).
4. 1995 Coal By-Products Agreement among LaFarge Corporation (AKA American Fly Ash Company) and ComEd, dated as of December 31, 1994, as amended by (i) that certain First Amendment dated as of May 6, 1996, (ii) that certain Second Amendment dated as of February 28, 1997, and (iii) that certain Third Amendment dated August 31, 1998 (the third amendment requires this agreement to be assigned to and assumed by a purchaser of the station, however, prior written consent is nevertheless required to delegate any obligations according to the terms of the original agreement).
5. General Service Agreement for Fossil Engineering Services between Commonwealth Edison Company and Doyen and Associates dated November 1, 1997.
6. Department of the Army Permit dated June 14, 1960 to construct an overhead conveyor system, a coal unloading tower, a cribhouse, and a concrete chimney, and to dredge two barge berths.
7. State of Illinois Department of Mines and Minerals Division of Oil and Gas Authority to Drill a Water Well No. 27680 dated February 19, 1974.
8. State of Illinois Department of Mines and Minerals Division of Oil and Gas Authority to Drill a Water Well No. 27681 dated February 19, 1974.
9. State of Illinois Department of Mines and Minerals Division of Oil and Gas Authority to Drill a Water Well No. 27682 dated February 19, 1974.
10. State of Illinois Department of Transportation Division of Water Resources Permit Number 17495 dated April 4, 1983 to install an intake structure and modify the existing, dock wall along, the west bank of the Sanitary & Ship Canal in the Western 1/2 of Section 2, Township 36 North, Range 10 East of the 3rd Principal Meridian in Will County.
11. Letter Agreement dated October 15, 1959 by and between ComEd and The Metropolitan Sanitary District of Greater Chicago re cleaning of the DesPlaines River and disposal of all unburnable materials.

Will County Fossil Fuel Generating Station

12. Letter Agreement dated June 7, 1968 by and between ComEd and allowing Chicago Fly Ash Company to build steel storage bins on the property.
13. Consent to assignment of Lease dated 7/17/52 between the Sanitary District of Chicago and the Public Service Company of Illinois (predecessor in interest to ComEd).

Calumet Peaking Site

SCHEDULE 3.1 (d)
Consents

1. Real Estate Permits listed on Schedule 2.1 (c).

Joliet Fossil Fuel Generating Station

SCHEDULE 3.1 (d)
Consents

1. Contracts listed on Schedule 2.1 (e)(2).
2. Real Estate Permits listed on Schedule 2.1 (c).
3. General Service Agreement for Fossil Engineering Services between Commonwealth Edison Company and Doyen and Associates dated November 1, 1997.
4. 1995 Coal By-Products Agreement among LaFarge Corporation (AKA American Fly Ash Company) and ComEd, dated as of December 31, 1994, as amended by (i) that certain First Amendment dated as of May 6, 1996, (ii) that certain Second Amendment dated as of February 28, 1997, and (iii) that certain Third Amendment dated August 31, 1998 (the third amendment requires this agreement to be assigned to and assumed by a purchaser of the station, however, prior written consent is nevertheless required to delegate any obligations according to the terms of the original agreement).
5. Pipe Line License between The Atchison, Topeka and Santa Fe Railway Company ("ATS") and ComEd dated January 21, 1964.
6. Pipe Line Crossings between Gulf, Mobile and Ohio Railroad Company ("GMO") and ComEd dated July 10, 1964.
7. Secretary's Contract between ATS and ComEd dated December 11, 1963.
8. Pipe Line License between ATS and ComEd dated August 25, 1971.
9. License between ATS and ComEd dated June 8, 1979.
10. Pipe Line Crossings between GMO and ComEd dated December 1, 1965.
11. Agreement between GMO and ComEd dated January 13, 1965.
12. Three Pipe Line Licenses between ATS and ComEd dated June 21, 1978.
13. Agreement between The Alton Railroad Company ("Alton") and Public Service Company of Northern Illinois ("PSC") dated December 20, 1940.
14. Agreement between GMO and PSC dated February 9, 1948.
15. Agreement between GMO and PSC dated September 8, 1948.

Joliet Fossil Fuel Generating Station

16. Agreement between GMO and PSC dated June 19, 1948.
17. Secretary's Contract between ATS and PSC dated April 14, 1916 and Supplemental Agreement dated September 25, 1916.
18. Secretary's Contract No. 42106 between ATS and PSC dated March 7, 1919.
19. Pipe Line License between ATS and PSC dated February 1, 1943,
20. Agreement for Private or Farm Crossing between ATS and PSC dated March 22, 1948.
21. Agreement between GMO and PS C dated January 3, 1951.
22. Agreement between Alton and PSC (date unknown).
23. Three Pipe Line Licenses between ATS and PSC dated May 10, 1948.
24. Agreement between GMO and PSC dated January 3, 1950.
25. Agreement between GMO and ComEd dated February 19, 1959.
26. Agreement between GMO and PSC dated October 25, 1948.
27. Secretary's Contract between ATS and PSC dated August 5, 1949.
28. Agreement between GMO and ComEd dated February 20, 1964.
29. Indentures dated November 9, 1984 and August 12, 1985 require the consent of Illinois Central Gulf Railroad Company to assign.
30. Approval and/or consent of the Nuclear Regulatory Commission to any modification of ComEd's Generation Station Emergency Procedures Plan required as a result of the transfer of the Assets located at the Joliet (No. 29) Site to Purchaser.
31. Department of the Army Dredging Permit dated August 17, 1978.
32. Department of the Army Permit NCWOD-S dated March 26, 1963.
33. Indenture by and between Lincoln Stone Company and Corn Ed dated August, 1962, together with a letter agreement dated August 21, 1962 by and between the parties, and together with all amendments and other agreements relating thereto by and between the parties (to the extent that such agreement have not been terminated by the parties thereto).

Joliet Fossil Fuel Generating Station

34. Consent of Joliet Township Highway Department (or some other appropriate governmental agency) may be required to maintain the portion of the slag pipe leading, to Lincoln Quarry which traverses Patterson Road.

Powerton Fossil Fuel Generating Station

SCHEDULE 3.1(d)

Consents

1. Contracts listed on Schedule 2.1(e)(2).
2. Real Estate Permit listed on Schedule 2.1(c).
3. General Service Agreement for Fossil Engineering Services between Commonwealth Edison Company and Doyen and Associates dated November 1, 1997.
4. "Agreement to Purchase Boiler Slag" (document has no title), effective as of January 1, 1995, by and between Commonwealth Edison Co. and Reed Minerals Division of Harsco Corporation (prior written consent required to assign this agreement).
5. 1995 Coal By-Products Agreement among LaFarge Corporation (AKA American Fly Ash Company) and ComEd, dated as of December 31, 1994, as amended by (i) that certain First Amendment dated as of May 6, 1996, (ii) that certain Second Amendment dated as of February 28, 1997, and (iii) that certain Third Amendment dated August 31, 1998 (the third amendment requires this agreement to be assigned to and assumed by a purchaser of the station, however, prior written consent is nevertheless required to delegate any obligations according to the terms of the original agreement).
- 6.

Collins Fossil Fuel Generating Station

SCHEDULE 3.1 (d)

Consents

7. Approval and/or consent of the Nuclear Regulatory Commission to any modification of ComEd's Generation Station Emergency Procedures Plan required as a result of the transfer of the Assets located at the Collins Site to Purchaser.
8. Agreements listed on Schedule 2.1(e)(2).
9. Consent of Natural Gas Pipeline Company of America under Agreement dated June 29, 1973.

SCHEDULE 3.1(d)
Consents

11. None.
- 12.

Electric Junction Peaking Site

SCHEDULE 3.1(d)
Consents

13. Real Estate Permits listed on Schedule 2.1(c).
- 14.

Lombard Peaking Site

SCHEDULE 3.1(d)
Consents

1. None.

All Asset Groups

SCHEDULE 4.1(d)
Purchaser Consents

1. Exempt Wholesale Generator determination under Section 32 of the Public Utility Holding Company Act of 1935.
- 2.

All Asset Groups

SCHEDULE 7.3(b)
Purchaser Consents Required for Closing

1. Approval under Section 203 of the Federal Power Act for sale of step-up transformers.
2. Exempt Wholesale Generator determination under Section 32 of the Public Utility Holding Company Act of 1935.
3. Acceptance for filing of market-based rates for sales of power and ancillary services from the Facilities under Section 205 of the Federal Power Act.
4. Acceptance for filing of transition Power Purchase Agreements between Purchaser and ComEd under Section 205 of the Federal Power Act.
5. Acceptance for filing of the Facilities Agreements under Section 205 of the Federal Power Act.
6. Receipt of all permits and licenses identified in Schedule 2.1(c) that are required under applicable law for Purchaser's operation of the Assets in order to comply in all material respects with its obligations under the Power Purchase Agreement.
- 7.

Crawford Fossil Fuel

Generating Station

SCHEDULE 8.2
Required Governmental Approvals

14. Illinois Historic Preservation Agency.
15. Any and all state, county and local zoning, land use and subdivision approvals deemed necessary or appropriate by ComEd (in its sole discretion) for (i) the transfer by ComEd to Purchaser of the Transferred Real Property, (ii) the retention by ComEd of the Switchyard Property, (iii) the execution, delivery and performance by Purchaser and ComEd of the Facilities Agreement, and (iv) the execution, delivery and performance by Purchaser and ComEd of the Easement Agreements to which they are party.
- 16.

Fisk Fossil Fuel Generating Station

SCHEDULE 8.2

Required Governmental Approvals

17. Illinois Historic Preservation Agency.
18. Any and all state, county and local zoning, land use and subdivision approvals deemed necessary or appropriate by ComEd (in its sole discretion) for (i) the transfer by ComEd to Purchaser of the Transferred Real Property, (ii) the retention by ComEd of the Switchyard Property, (iii) the execution, delivery and performance by Purchaser and ComEd of the Facilities Agreement, and (iv) the execution, delivery and performance by Purchaser and ComEd of the Easement Agreements to which they are party.
- 19.

Waukegan Fossil Fuel Generating Station

SCHEDULE 8.2
Required Government Approvals

20. Illinois Historic Preservation Agency
21. Any and all state, county and local zoning, land use and subdivision approvals deemed necessary or appropriate by ComEd (in its sole discretion) for (i) the transfer by ComEd to Purchaser of the Transferred Real Property, (ii) the retention by ComEd of the Switchyard Property, (iii) the execution, delivery and performance by Purchaser and ComEd of the Facilities Agreement, and (iv) the execution, delivery and performance by Purchaser and ComEd of the Easement Agreements to which they are party.
- 22.

Will County Fossil Fuel Generating Station

SCHEDULE 8.2
Required Governmental Approvals

23. Illinois Historic Preservation Agency
24. Any and all state, county and local zoning, land use and subdivision approvals deemed necessary or appropriate by ComEd (in its sole discretion) for (i) the transfer by ComEd to Purchaser of the Transferred Real Property, (ii) the retention by ComEd of the Switchyard Property, (iii) the execution, delivery and performance by Purchaser and ComEd of the Facilities Agreement, and (iv) the execution, delivery and performance by Purchaser and ComEd of the Easement Agreements to which they are party.
- 25.

Calumet Peaking Site

SCHEDULE 8.2
Required Governmental Approvals

26. None.

27.

Joliet Fossil Fuel Generating Station

28.

29. SCHEDULE 8.2

Required Governmental Approvals

28. Approval and/or consent of the Nuclear Regulatory Commission to any modification of ComEd's Generation Station Emergency Procedures Plan required as a result of the transfer of the Assets located at the Joliet (No. 29) Site to Purchaser.
29. Illinois Historic Preservation Agency.
30. Any and all state, county and local zoning, land use and subdivision approvals deemed necessary or appropriate by ComEd (in its sole discretion) for (i) the transfer by ComEd to Purchaser of the Transferred Real Property, (ii) the retention by ComEd of the Switchyard Property, (iii) the execution, delivery and performance by Purchaser and ComEd of the Facilities Agreement, and (iv) the execution, delivery and performance by Purchaser and ComEd of the Easement Agreements to which they are party.
- 31.

Powerton Fossil Fuel Generating Station

SCHEDULE 8.2
Required Governmental Approvals

32. Illinois Historic Preservation Agency.
33. Any and all state, county and local zoning, land use and subdivision approvals deemed necessary or appropriate by ComEd (in its sole discretion) for (i) the transfer by ComEd to Purchaser of the Transferred Real Property, (ii) the retention by ComEd of the Switchyard Property, (iii) the execution, delivery and performance by Purchaser and ComEd of the Facilities Agreement, and (iv) the execution, delivery and performance by Purchaser and ComEd of the Easement Agreements to which they are party.
- 34.

Collins Fossil Fuel Generating Station

SCHEDULE 8.2

Required Governmental Approvals

35. Approval and/or consent of the Nuclear Regulatory Commission to any modification of ComEd's Generation Station Emergency Procedures Plan required as a result of the transfer of the Assets located at the Collins Site to Purchaser
36. Illinois Historic Preservation Agency.
37. Any and all state, county and local zoning, land use and subdivision approvals deemed necessary or appropriate by ComEd (in its sole discretion) for (i) the transfer by ComEd to Purchaser of the Transferred Real Property, (ii) the retention by ComEd of the Switchyard Property, (iii) the execution, delivery and performance by Purchaser and ComEd of the Facilities Agreement, and (iv) the execution, delivery and performance by Purchaser and ComEd of the Easement Agreements to which they are party.
- 38.

SCHEDULE 8.2
Required Governmental Approvals

- 39. None.
- 40.

Electric Junction Peaking Site

SCHEDULE 8.2
Required Governmental Approvals

40. None.

SCHEDULE 8.2
Required Governmental Approvals

41. None.

Crawford Fossil Fuel Generating Station

SCHEDULE 8.3

ComEd Consents Required for Closing

42. Contracts listed on Schedule 2.1(e)(2).

Sabrooke Peaking Site

SCHEDULE 8.2
Required Governmental Approval

43. None.

Fisk Fossil Fuel Generating Station

SCHEDULE 8.3
ComEd Consents Required for Closing

45. Contracts listed on Schedule 2.1(e)(2).

Waukegan Fossil Fuel Generating Station

SCHEDULE 8.3

ComEd Consents Required for Closing

46. Contracts listed on Schedule 2.1(e)(2).

Will County Fossil Fuel Generating Station

SCHEDULE 8.3

ComEd Consents Required for Closing

47. Spur Track Agreement dated September 1, 1997 by and among Elgin, Joliet and Eastern Railway Company, Material Service Corporation and ComEd.
48. Contracts listed on Schedule 2.1(e)(2).

Calumet Peaking Site

SCHEDULE 8.3
ComEd Consents Required for Closing

50. None.

Joliet Fossil Fuel Generating Station

SCHEDULE 8.3
ComEd Consents Required for Closing

51. Contracts listed on Schedule 2.1(e)(2).

Powerton Fossil Fuel Generating Station

SCHEDULE 8.3
ComEd Consents Required for Closing

52. Contracts listed on Schedule 2.1(e)(2).

Collins Fossil Fuel Generating Station

SCHEDULE 8.3
ComEd Consents Required for Closing

53. Agreements listed on Schedule 2.1(e)(2).

Bloom Peaking Site

SCHEDULE 8.3
ComEd Consents Required for Closing

54. None.

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

AFFIDAVIT OF CALVIN MANSHIO

Calvin Manshio, having been duly sworn upon his oath, deposes and states as follows:

1. My name is Calvin Manshio and my business address is Manshio & Wallace, 4753 North Broadway Avenue, Suite 732, Chicago, Illinois 60640.

2. I am a partner in the law firm of Manshio & Wallace and have taught administrative law as a member of the adjunct faculty at John Marshall Law School in Chicago. I was graduated from the University of Illinois in Chicago in 1971 with a Bachelor of Arts degree in history. I was awarded a law degree from John Marshall Law School in 1979. I served as a member of the Illinois Commerce Commission (the "Commission") from 1985 until 1992.

3. The purpose of this Affidavit is to explain why it is not necessary for the Commission to hold hearings regarding the sale of Commonwealth Edison Company's ("ComEd's") fossil-fueled generating stations (the "Stations"). The scope of the Commission's authority to review asset sales, together with the evident intent of the General Assembly to leave such decisions largely to the business judgment of the electric utility, strongly indicate that the Commission should be reluctant to expend its resources on hearings in such matters and should do so only where the utility's notice provides a substantial basis to believe that the statutory

4. criteria may not be met. Such a case is not presented with respect to the accompanying ComEd Notice of Property Sale.

5. Section 16-111(g) of the Act provides a streamlined procedure under which a utility may engage in certain transactions including, as here, the sale of generating assets and the execution of related agreements. Under this new procedure, instead of filing a petition requesting approval of a proposed transaction, a utility need only submit to the Commission a notice which includes specified information, such as the means by which the utility will meet its service obligations after the transaction. The Commission must then decide, within thirty days of the notice, if it wishes to investigate the proposed transaction. Section 16-111(g) does not require that the Commission hold a hearing. If it does order a hearing, the Commission must complete its investigation and enter an order within ninety days after the date the utility submitted its notice. The scope of any such hearing is prescribed by Section 16-111(g). The Commission may prohibit a proposed transaction only if it finds (i) that the proposed transaction would render the utility unable to provide tariffed service in a safe and reliable manner, or (ii) that there is a "strong likelihood" that consummation of the proposed transaction would result in the utility being entitled to a rate increase prior to January 1, 2005. Intervention in such a proceeding is limited to parties with a direct interest in the transaction and specific consumer groups.

6. Prior to enactment of Section 16-111(g), utilities were required to seek approval of certain transactions under Section 7-101 and/or Section 7-102 of the Act. Section 16-111(g) sets forth standards that differ from the broad "public convenience" standard specified in Section 7-102. Unlike Section 7-102, which allowed the Commission to balance shareholder and customer interests, the General Assembly has already undertaken a balancing of interests in the amendments which added Section 16-111(g) to the Act (collectively, the "1997 Amendments") and, therefore, no such balancing is permitted by the Commission. The 1997 Amendments reflect, or provide for, first, an implied premise that a competitive electric

market place could not be mandated and an express premise that time to transition was necessary (section 16-102); second, specific benefits for consumers including direct access to alternative suppliers, an immediate 15% reduction in residential retail customer rates (Section 16-111(b)(i)) and an additional 5% reduction effective May 1, 2002 (Section 16-111(b)(ii)); third, direct access to retail customers for alternative retail electric suppliers ("ARE-S") (various sections); fourth, developing consumer awareness of competition by directing the Commission to implement and maintain consumer education programs (Section 16-117), ensuring access to customer information (Section 16-122) and establishing customer information centers for both electric utilities and ARES (Section 16-123); fifth, providing certain benefits for utility employees if ownership of assets were to change during the mandatory transition period (Section 16-128); and sixth, protecting system reliability by directing the Commission to establish transmission and distribution requirements for electric utilities (Section 16-125).

7. Taken as a whole, the 1997 Amendments demonstrate that the General Assembly has performed the balancing of interests previously delegated to the Commission in connection with asset sales. The General Assembly has determined that, during the mandatory transition period (December 16, 1997 through January 1, 2005 (see section 16-102)), an electric utility may utilize Section 16-111(g) to sell or transfer assets and enter into related agreements. The mandated customer benefits and the more focused scope of authority given to the Commission under the 1997 Amendments indicate that the General Assembly relieved the Commission of its broad obligation to balance the interests of shareholders and customers in certain transactions and replaced that obligation with a more specific role: to focus on the two areas of Section 16-111(g) that might be grounds to prohibit a transaction.

8. The 1997 Amendments provide the Commission with discretion over its agenda. After the Commission receives a Section 16-111(g) notice from a utility, the Commission should meet

with its Staff to determine whether (1) the notice requirements listed in Section 16-111(g)(4) are satisfied; and (2) the utility has complied with subsections (c) and (d) of Section 16-128 (if applicable). If these requirements have been satisfied, the Commission should next consider whether a hearing is required. In making that determination, the Commission should analyze the Notice to determine whether the transaction raises substantial concerns under the two principal criteria of Section 16-111(g); namely, whether the proposed transaction will render the electric utility unable to provide its tariffed services in a safe and reliable manner, or that there is a strong likelihood that consummation of the proposed transaction will result in the electric utility being entitled to request an increase in its base rates during the mandatory transition period.

9. If the Commission can determine on its own, from the information provided in the Notice, that there is no reasonable expectation that these findings are likely, then no hearing should be scheduled and the transaction should be permitted to become approved by operation of the passage of time. A hearing would be necessary only if the Commission concluded from the Notice that there were substantial questions concerning the two statutory criteria. If the information provided by the electric utility pursuant to the Section 16-111(g) Notice is adequate, the Commission should make a decision on the transaction without holding a hearing. Because the General Assembly did not require the Commission to hold a hearing, the only basis for one would be that the Commission believes the Section 16-111(g) Notice is inadequate or that testimony in support of the Notice is necessary for the Commission to render a decision. By taking an active role early in reviewing the 16-111(g) Notice, the Commissioners can determine with Staff whether a hearing is needed. The General Assembly envisioned precisely this sort of procedure, which will assure electric utilities that the Commission will limit its inquiry to those issues specified in Section 16-111(g).

10. If the Commission decides to hold a hearing, the parties who oppose a proposed sale of assets have the burden of proof at the hearing. Although not explicitly stated in the Act, this

conclusion is evident from the language of this section. First, if the utility had the burden of proof, one would expect that the Commission would be required to hold a hearing every time a utility issued a notice. However, as I have explained above, the Act does not require the Commission to hold a hearing on every notice, and instead allows the transaction simply to be approved if the Commission does not take action within 30 days of the utility's filing,

Second, the language of the section is phrased in terms of whether the Commission will prohibit the transaction, not whether it will be approved, suggesting that affirmative proof must be introduced to demonstrate why the transaction should not be allowed to proceed. Under section 16-111(g), the presumption is that asset sale transactions will be allowed to proceed unless parties opposing the sale make a sufficient showing,

10. I have read and reviewed the accompanying Notice filed by ComEd. Based upon my review of that Notice, I believe the Notice complies with Section 16-111(g)(4) and provides the requisite information required by subsections (i) - (vi) of Section 16-111(g)(4).

11. In addition, although the 1997 Amendments do not include competitive impact as a standard within Section 16-111(g), an underlying purpose of those Amendments is to facilitate development of a competitive electric marketplace. The relationship between the availability of alternative sources of generation and development of a competitive market is self-evident. In my opinion, this transaction will facilitate competition because it will create another source of generation capacity, which in and of itself will promote competition. The sale of ComEd's fossil plants to a major generation provider should also encourage new

providers to enter the market because it demonstrates that ComEd will not seek to maintain its historical position as the sole generation provider in the Chicago area. My opinion is also based on the fact that many of ComEd's customers and the National Energy Marketers Association ("NEMA") also believe the proposed sale will facilitate competition. Since the announcement of the fossil plant sale, a number of ComEd's customers and NEMA have written to express their approval of the sale and to express their belief that the sale will promote competition and enhance the State's efforts to bring about customer choice while still providing reasonable assurances that reliability will be maintained. I have reviewed a number of such letters from ComEd's electric customers supporting the proposed asset sale, including ones from manufacturers, retailers, real estate managers/owners, and other large energy users. I have attached to this Affidavit copies of the letters which I have reviewed.

12. For all of these reasons, it is unnecessary for the Commission to issue an order requiring hearings regarding the transaction proposed in ComEd's Notice.

FURTHER AFFIANT SAYETH NOT.

(signature)

CALVIN MANSHIO

SUBSCRIBED and SWORN
to before me this 6 day of
May 1999

(signature of Jacqueline A. Wrzeninski)

NOTARY PUBLIC

My Commission Expires: (Official seal of Jacqueline A. Wrzeninski)

NEMA

(Official Letterhead)

NATIONAL

ENERGY

MARKETERS

ASSOCIATION

3220 N Street, Northwest

Suite 338

Washington, D.C. 20007

Tel: 202-333-3288

Fax: 202-333-3266

March 25, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Re: Sale of Generating Stations

Dear Mr. Rowe:

As you know, National Energy Marketers Association (NEMA) is an organization, which includes real and potential alternative energy providers in Illinois. NEMA supports the State's efforts to bring choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit all electricity customers in Illinois and will promote economic growth and development within the State.

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will result in another potential generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurances that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area, which should encourage yet additional potential providers that there will be real competition in Illinois. Accordingly, the sale indicates to us that there will, in fact, be true competition in Illinois and we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

(Craig Goodman's signature)

Craig Goodman
President

E-mail: cgoodman@bellatlantic.net
<http://www.en@eters.com>

333

NORTH MICHIGAN AVENUE

(Official Letterhead)

BUILDING

CHICAGO, ILLINOIS 60601

WIRTZ REALTY CORPORATION
Managing Agent

TELEPHONE (312)726-8333

Mr. John W. Rowe
Chairman, President and Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

April 6, 1999

Re: Sale of Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion, reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Sincerely,
333 BUILDING CORPORATION
Wirtz Realty Corporation, Agents

(signature of William B. Weitzel)
William B. Weitzel
Building Manager
(WirtzRE@mcs.net)

(icon) **ALPHARMA**
Animal Health Division

April 12, 1999

Mr. John W. Rowe
Chairman, President and Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

Dear Mr. Rowe:

Re: Sale of Generating Stations

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of and access to alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and, in our opinion, reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

(Signature of Daniel J Skarzynski)
Daniel J. Skarzynski
Production Control and Compliance Manager

DJS/af

7300 SOUTH NARRAGANSETT - BEDFORD PARK, ILLINOIS 60638
PHONE 708 - 563 - 1700 - FAX 708 - 563 - 1740

(Official Letterhead)

AW

international corp

April 9, 1999

Mr. John W. Rowe
Chairman, President, and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Re : Sales of Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's effort to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's effort to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

(signature of Lawrence J. Svabek)

Lawrence J. Svabek

Vice- President

ARCHER WIRE INTERNATIONAL CORP.

BLOCKBUSTER EMBLEM

A

Mr. John W. Rowe
Chairman, President, and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Re: Generation Sale

Dear Mr. Rowe,

It has come to my attention that ComEd is in the process of selling, it's fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition. Also, this will enhance the state's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the state's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of and access to alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the state. It is important however, that reliability is maintained during the transition to open access and customer choice and in our opinion, reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Sincerely,

(signature of Lawrence S. Fichuk)

Lawrence S. Fichuk
National Energy Manager
Blockbuster, Inc.

LSF/sh

Borg-Warner Automotive	700	Bellwood	Telephone
Automatic Transmission	25th	Illinois	708 547 2600
Systems Corporation	Avenue	60104	FAX
			708 547 3373

(emblem) Borg Warner Automotive

April 21, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

Re. Sale of Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd fossil-fueled generating stations.

Very truly yours,

(signature of Daniel Paterra)

Daniel Paterra
Plant Manager

DP:gr

C N A

CNA Plaza 10 North Chicago IL 60685-0001

Thomas E. Ponicki

*Director Corporate Real Estate
Corporate Services*

Telephone 312-822-4901

Facsimile 312-817-1916

Pager 800-724-3624

PIN Number 1668001

Internet thomas.ponicki@cna.com

April 22, 1999

Mr. John Rowe
Chairman, President and Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Sale of Fossil Fuel Plants

Dear Mr. Rowe:

I have read all of the press releases pertinent to the proposed sale of the six coal fired generating plants and nine peaking plants currently owned by Unicom. The benefits appear to be favorable for both Unicom as well as its customers. As a large consumption customer of Commonwealth Edison we support this endeavor and the post sale activities some of the sales proceeds are targeted for.

Sincerely,

cc: Will F. Washington, Commonwealth Edison Company - Oakbrook

(Emblem of Lion)
The Cambridge Companies (letterhead)
Builders of Cambridge & Lexington Homes

March 31, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generation stations.

Very truly yours,

John J. Scapin
Vice President Land Development

cc: W.M. Griffin
L.D. Johnson

IJS/mm
H:\SHARED\Land-Development\MISC\4341.wpd

CITICORP

*Citicorp North America, Inc.,
Corporate Realty Services*

*Citicorp Center
500 West Madison Street
Chicago, IL 60661-2591*

April 21, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive officer
Commonwealth Edison Company
P O Box 767
Chicago, IL 60690-0767

RE: Sale of Generating Stations

Dear Mr. Rowe,

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that his sale, which will establish another major generation provider in Illinois, will promote competition and enhance the State's efforts to, bring about customer choice while maintaining reasonable assurance for reliability. In addition, by selling a large portion of its generating capacity. ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This can only encourage additional competition by other potential providers.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois, and will help promote economic growth within the State. It is important, however, that reliability be maintained during the transition, and in our opinion, reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Sincerely,

John J. Henry
Vice President,
Asset Manager

Dominick's Letterhead

April 7, 1999

Mr. John W. Rowe
Chairman President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Re: Sale of Generating Stations

Dear Mr. Rowe,

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that will not seek to maintain its historical position as the sole generation). provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the States efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to alternative generation providers will benefit business in Illinois and will help promote economic growth and development within the State. It is important however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

EXECUTIVE OFFICES

333 NORTHWEST AVENUE
NORTHLAKE, ILLINOIS 60164-1696
(706) 562-1000

DRAPER, AND KRAMER (letterhead)

April 5, 1999

Mr. John W. Rowe
Chairman, President and Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767
RE: Sale of Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Sincerely,

DRAPER AND KRAMER INCORPORATED

John L. Bieg, CPM
Assistant Vice President
and General Manager

cc: Mary Ann Emmons

Fannie May

Fannie Farmer

ARCHIBALD CANDY CORPORATION

April 23, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

Re: Sale of Generating Stations

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring, customer choice and open access to electric generation providers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Sincerely,

(signature of Rick L. Lelli)

Rick L. Lelli
Vice President Operations

First Rockford Group
(letterhead)

March 30, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Sincerely,

FIRST ROCKFORD GROUP, INC.

Sunil Puri President

cc: Vicki L. DeGrave, Account Manager
William M. Griffin, Mid-Business Manager

FOOTE-JONES/ILLINOIS GEAR

DIVISION OF REGAL-BELOIT CORPORATION • POWER TRANSMISSION GROUP
2102 NORTH NATCHEZ AVENUE • CHICAGO, IL 60707 • 773/622-8000 • FAX: 773/622-8176

April 9, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

RE: Sale of Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

(signature of Louis W. Ertel)

Louis W. Ertel
Vice President/General Manager

"Quality Power Transmission Products By American Craftsman

(letterhead) **HOME BUILDERS
ASSOCIATION OF
ROCKFORD INC.**

Mr. John W. Rowe
Chairman, President and Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

April 6, 1999

Dear Mr. Rowe,

The proposed sale of ComEd fossil-fueled generating stations can establish additional major electricity generators in Illinois, promote competition, and increase the consumer's future options for choosing the most reliable and cost efficient electricity generator.

We support public and private efforts to provide greater customer choice of electricity generation in Illinois. Additional generating companies will benefit Illinois' consumers and help promote economic growth and development in those areas where electricity is generated and transmitted most efficiently to the users. It is also important that service reliability be maintained during the transition to open access and customer choice. It is a key part of the agreement.

A major area of concern in the land development and home building industries is the future of efficient and timely installation of subdivision service and individual dwelling unit service for those consumers who in the future will have a number of generating companies from which to choose. We see no reason for these service levels to be affected by this sale and expect ComEd to maintain the high levels of service currently provided to new home buyers.

Sincerely,

(signature of Dennis J. Sweeny)
Dennis J. Sweeny
Executive Vice President
Home Builders Association of Rockford

(LETTERHEAD) **INGERSOLL**
'Breaking New Ground Everyday'

R.M. (BOB) WRIGHT
President/C.O.O.

6 April, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Re: Sale of Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring, customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Sincerely,

(signature of R.M. Wright)
R.M. Wright
President/C.O.O.

INGERSOLL PRODUCTS
1000 West 120th Street, Chicago, Illinois 60643-5538 Phone: (773) 264-7800 FAX: (773) 264-7757

(emblem) **KROPPFORGE**

5301 West Roosevelt Road
Cicero, Illinois 60804
Telephone: (708) 652-6691
Fax: (708) 652-6696

April 6, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

RE: Sale Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring, about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that will be real competition in Illinois.

We support the State's efforts to bring, customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

(signature of Andrew R. Piasecki)
Andrew R. Piasecki
Chief Financial Officer

LOBDELL, HALL & ANDREWS, INC.

LAND DEVELOPERS/REALTOISZ'

April 9, 1999

6050 Brynwood Drive
Rockford, IL 61114-6597
TEL 815.877.7033
Fax 815.877.8903

John W. Rowe Chairman
President and Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling, a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's, fossil-fueled generating stations.

Sincerely,

Craig Hall

CH:ses

c: Vicki L. DeGrave, Account Manager
William M. Griffin, Mid-Business Manager

Loretto

Hospital 645 South Central Avenue Chicago, Illinois 60644 Tel(773) 626-4300 - Fax: 773) 626-2613.

April 23, 1999

Mr. John W. Rowe
Chairman, President & Chief Executive Officer
Commonwealth Edison Company
Post Office Box 767
Chicago, Illinois 60690-0767

RE: SALE OF GENERATING STATIONS

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly your,

(signature of Frank O. Haehnel)
Frank O. Haehnel
Director of Plant Operations

FOH/bjh

Committed to Your Good Health

MERCHANDISE MART PROPERTIES, INC.

*Suite 470 The Merchandise Mart, 200 World Trade Center Chicago, Chicago, IL 60654
Telephone: 312 527-4141 fax: 312/527-7752*

Thomas M. Kennedy
Executive Vice President
Chief Operating Officer

April 19, 1999

Direct Dial. 312-727-7505
Facsimile: 312-527-7996

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Re: Sale of Generating Stations

Dear Mr. Rowe:

We understand that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. We hope this will encourage real competition in Illinois.

We support the State's efforts to bring, customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to reliable alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access, and in our opinion, reliability is a key ingredient in this agreement. Assuming, reliability can be maintained, we support the sale of ComEd's fossil-fueled generating stations.

Sincerely,

(signature of Thomas M. Kennedy)

Thomas M. Kennedy

TMK/tar

Pulte Home Corporation

April 5, 1999

Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Re: Sale of Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

(signature of Orest Chryniwsky)
Orest Chryniwsky
Vice President of Land Development

/cc

THE
RED WING
COMPANY, INC

April 14, 1999

Mr. John W. Rowe
Chairman, President and Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago IL-60690-0767

Dear Mr. Rowe:

Re: Sale of Generating Stations

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of and access to alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and, in our opinion, reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

THE RED WING COMPANY. INC.

Wayne Arndt
Plant Engineer

WA/db

cc: Guy Grimmer

118 Iowa Avenue

Streator, IL 61364

(815) 672-3127

Fax (81) 672-3279

Seneca Petroleum Company

O.E. HULSE, JR.
CHAIRMAN

FAX# (219) 873-9263

1108 EAST 8TH STREET
MICHIGAN CITY, INDIANA 46360
(219) 872-7050

April 19, 1999

Mr. John W. Rowe
Chairman, President and Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago IL-60690-0767

Subject: Sales of Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of and access to alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and, in our opinion, reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

(signature of Christopher D. Moore)
Christopher D. Moore
Operations Manager

CELEBRATING
1922 (75) 1997
YEARS OF SERVICE

SHODEEN INCORPORATED

REAL ESTATE DEVELOPMENT CONTRACTORS

"Moving toward The Future with Values From the Past"

April 7, 1999

Mr. John W. Rowe
Chairman, President and C.E.O.
Commonwealth Edison Company
P.O. Box 767
Chicago, IL 60690-0767

Dear Mr. Rowe,

It has come to our attention that ComEd is in the process of selling, its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to, alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Sincerely,

SHO-DEEN, INC.

(signature of David A. Patzelt)
Vice President of Development

DAP/lks

cc: Vicki L. DeGrave, Account Manager
William M. Griffin, Mid-Business Manager

CONTAINERS CORPORATION

1191 Lake Avenue

Mr. John W. Rowe

338-7300

Fax: (815) 338-2281

Commonwealth Edison Company

Chicago, Illinois 60690-0767

Dear Mr. Rowe:

stations. We believe that this sale, which will establish another major generation provider in Illinois, providing reasonable assurance that reliability will be maintained. In addition, by selling a large that it will not seek to maintain its historical position as the sole generation provider in the greater in Illinois.

customers in Illinois. We believe that choice of, and access to, alternative generation providers will State. It is important, however, that reliability is maintained during the transition to open access Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

()

Plant Manager

cc: Mark Baldacci ComEd-Oakbrook

Mr. John W. Rowe
Chairman, President and Chief Executive Officer
Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767

Re: Sale of Generating Stations

Dear Mr. Rowe:

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of and access to alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and, in our opinion, reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

(signature)

Valley View Industries
13834 S. Kostner
Crestwood II 60469

WELDBEND CORPORATION

6600 SOUTH HARLEM AVENUE - ARGO. IL 60501-1930

April 5, 1999

PHONES

312 - 582 - 3500

708 - 594 - 1700

FAX

312 - 582 - 7621

708 - 458 - 0106. Mr. John W. Rowe
Chairman, President and
Chief Executive Officer
Commonwealth Edison Company
P. O. Box 767
Chicago, IL 60690-0767

RE: Sale of Generating Stations

Dear Mr. Rowe;

It has come to our attention that ComEd is in the process of selling its fossil-fueled generating stations. We believe that this sale, which will establish another major generation provider in Illinois, will promote competition and will enhance the State's efforts to bring about customer choice while providing reasonable assurance that reliability will be maintained. In addition, by selling a large portion of its generating capacity, ComEd is sending a strong signal to other potential providers that it will not seek to maintain its historical position as the sole generation provider in the greater Chicago area. This will encourage additional potential providers that there will be real competition in Illinois.

We support the State's efforts to bring customer choice and open access to electric generation customers in Illinois. We believe that choice of, and access to alternative generation providers will benefit businesses in Illinois and will help promote economic growth and development within the State. It is important, however, that reliability is maintained during the transition to open access and customer choice, and in our opinion reliability was a key ingredient in this agreement. Accordingly, we support the sale of ComEd's fossil-fueled generating stations.

Very truly yours,

WELBEND CORPORATION
James J. Coulas, Sr.
President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

VERIFICATION

Robert E. Berdelle, having been duly sworn upon his oath, deposes and states as follows:

55. My name is Robert E. Berdelle and I am Vice President and Comptroller of
Commonwealth Edison Company.

56. I have reviewed the foregoing Notice, am familiar with the facts set forth therein,
and verify that, to the best of my knowledge and belief, the facts set forth therein are true and correct.

(Signature of Robert E. Berdelle)
ROBERT E. BERDELLE

SUBSCRIBED and SWORN to
before me this 12th day of
May, 1999.

KANDI HAHN

NOTARY PUBLIC

My commission expires 12/12/2001